

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this 25th day of April 2016, between the CITY OF STOCKTON, a municipal corporation ("CITY"), and **EVO - EMERGENCY VEHICLE OUTFITTERS** a **STATE OF CALIFORNIA SOLE PROPRIETORSHIP OR OTHER**, with a business address at **9858 Kent Street, Elk Grove, CA 95624**, hereinafter called "CONTRACTOR." THIS CONTRACT is for the **PATROL VEHICLE BUILD** hereinafter referred to as "SERVICE".

RECITALS

- A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit "A" (scope and specifications)**. CONTRACTOR shall provide said services at the time, place and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.
2. **COMPENSATION.** CITY shall pay CONTRACTOR for services outlined in **Exhibit "A" (scope and specifications)** according to the fee not to exceed the schedule detailed in **Exhibit "B" (fee schedule)**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and reimbursement for costs shall not exceed **\$439,656.33** or as otherwise mutually agreed to in a Contract Change Order.

Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by

2016-03-29-1205 NP

CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

3. **SCHEDULE AND TERM.** CONTRACTOR shall perform the scope of work as described in **Exhibit "A" (scope and specifications)** according to the schedule detailed in **Exhibit "A" (scope and specifications)**, which is attached to this Contract and incorporated by this reference. This contract shall commence **six (6) weeks from the date of the Notice to Proceed** and shall expire in **one (1) year**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit "A" (scope and specifications)** and **Exhibit "B" (fee schedule)**.

4. **CHANGE ORDERS.** CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as may be determined by the Project Manager to be required for the proper completion of the whole work contemplated. Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work.

5. **LIQUIDATED DAMAGES.** Time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion in the Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the City, as liquidated damages and not as a penalty, the sum of \$ 250.00 per day for each calendar day beyond the dates set forth in the Agreement that the Contractor fails to achieve Substantial Completion for the Project. The said amount is fixed and agreed on by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the City will sustain by failure of the Contractor to complete the Work on time, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the City will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference.

6. **RIGHTS AND DUTIES OF CITY.** CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

7. **OBLIGATIONS OF CONTRACTOR.** Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

8. **TERMINATION.** This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all SOW's at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

9. **CONTRACTOR STATUS.** In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.

i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against

the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

10. **ASSIGNMENT.** CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

11. **INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on

the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

12. INSURANCE. During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit "C" (Insurance Requirements and Forms) which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of Exhibit "C" (Insurance Requirements and Forms). Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in Exhibit C, which is attached to this contract and incorporated by

this reference, and as provided in the "contract documents" including Section 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall be following form and contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the

CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

13. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

14. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

| | | |
|----------------|---|---|
| To CONTRACTOR: | Emergency Vehicle Outfitters 9858 Kent Street Elk Grove, CA 95624 | To City: Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202 |
|----------------|---|---|

15. CONFORMANCE TO APPLICABLE LAWS. CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (Exhibit A). The purpose of this policy is to reaffirm the CITY'S commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>.

16. **LICENSES, CERTIFICATIONS, AND PERMITS.** Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

17. **RECORDS AND AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

18. **CONFIDENTIALITY.** CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

19. **CONFLICTS OF INTEREST.** CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

20. **WAIVER.** In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

21. **GOVERNING LAW.** California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

22. DISPUTE RESOLUTION: Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue. Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

23. NO PERSONAL LIABILITY. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

24. INTEGRATION AND MODIFICATION. The response by CONTRACTOR to the Request for Sealed Bids is on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

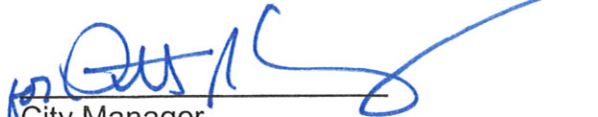
25. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

26. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

27. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON


City Manager

ATTEST:


City Clerk




APPROVED AS TO FORM:


Tara M. Mazzanti
Deputy City Attorney

EMERGENCY VEHICLE OUTFITTERS
CONTRACTOR

By:


Signature

Kao Saephank
Print Name

Title:

Service Coordinator



**REQUEST FOR SEALED BIDS
PATROL VEHICLE BUILD
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 15-029)**

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JANUARY 28, 2016,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

**REQUEST FOR SEALED BIDS
USED FOUR-DOOR SEDANS
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 15-029)**

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**REQUEST FOR SEALED BIDS
USED FOUR-DOOR SEDANS
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 15-029)**

EXHIBIT A

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **PATROL VEHICLE BUILD (PUR 15-029)** in strict accordance with the specifications.

The bid specifications and forms can be obtained from the City of Stockton's website at <http://www.stocktongov.com/bidflash> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, 95202, up to but no later than **2:00 p.m., on Thursday, January 28, 2016.**

The City reserves the right to reject any and/or all bids received.

Information on Technical Data

Doug Smith, PW Fleet

(209) 937-7415

e-mail: Douglas.Smith@stocktonca.gov

Information on Bid Process/Clarification

Concepcion Gayotin, Purchasing

(209) 937-8712

e-mail: Concepcion.Gayotin@stocktonca.gov

Dated: January 7, 2016

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

EXHIBIT A

Did You:

- * ☐ Complete the following bid documents (FROM THIS PACKET **ONLY SUBMIT PAGES 33 – 36**, ALONG WITH ANY ILLUSTRATIONS/BROCHURES):
 - * ☐ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ☐ Complete and sign the "Bid to be Submitted" form.
 - * ☐ Sign the "Bidder's Agreement" form.
 - * ☐ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
 - * ☐ Include with bid, name and e-mail address for City contact.
 - * ☐ Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) CD with an electronic version of the bid documents.
 - * ☐ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/bidflash>
 - * ☐ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JANUARY 28, 2016**, at 2:00 p.m. Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.**

A) **BID – PATROL VEHICLE BUILD**B) **(PUR 15-029)**C) **JANUARY 28, 2016****CONTACT INFORMATION:**

| Information on Technical Data | Information on Bid Process/Clarification |
|--|--|
| Doug Smith, PW Fleet (209) 937-7415 e-mail: Douglas.Smith@stocktongov.com | Concepcion Gayotin, Purchasing (209) 937-8712 e-mail: Concepcion.Gayotin@stocktongov.com |

*If not completed as required, your proposal may be voided.

***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

***THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR PROPOSAL.**

**REQUEST FOR SEALED BIDS
PATROL VEHICLE BUILD
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 15-029)**

EXHIBIT A

1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BIDS

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide **PATROL VEHICLE BUILD (PUR 15-029)** for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m., on Thursday, Jan. 28, 2016**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "**PATROL VEHICLE BUILD (PUR 15-029)**." Additionally, submit one (1) CD with an electronic version of the bid documents. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 CONSEQUENCE OF SUBMISSION OF BID

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: DOUGLAS SMITH
PUBLIC WORKS FLEET
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Douglas.Smith@stocktongov.com

CITY OF STOCKTON
ATTN: CONCEPCION GAYOTIN
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Concepcion.Gayotin@stocktongov.com

Such request for clarification shall be delivered to the City by, January 14, 2016. Any City response to a request for clarifications/questions/answers will be posted on the City's website at <http://www.stocktongov.com/bidflash> by January 21, 2016, and

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EXHIBIT A

will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

1.7 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code

1.8 INFORMAL BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

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1.9 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

1.10 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.11 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with the Proponent's broker to ensure any additional costs are included in the proposal pricing component. Please contact City of Stockton Risk Services at (209) 937-5037.

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1.12 HOLD HARMLESS DEFENSE CLAUSE

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.13 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.14 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.15 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Purchasing Division at (209) 937-8357.

1.16 COMPETITIVE PRICING

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than

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the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.17 FUNDING

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.18 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

1.19 AUDITING OF CHARGES & SERVICES

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.20 AWARD

Upon conclusion of the bid process, a contract may be awarded for **PATROL VEHICLE BUILD** for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties

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- Trade-in
- Buy-back agreement
- Salvage value
- Standardization
- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

1.21 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.22 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.23 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.24

CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be

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protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

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ATTACHMENT B

EXHIBIT A

2.0 SCOPE AND INTRODUCTIONS

The following specifications describe City of Stockton requirements for its **PATROL VEHICLE BUILD**.

- A. New police-rated utility vehicle specifications are available upon request.
- B. After-market parts list included.
- C. Special instructions, changes, and/or modifications to after-market manufacturer's parts installation instructions are included with exhibits and/or templates are provided therein.
- D. All light modules of single color shall be mounted with red emergency lighting to be mounted on driver's side of vehicle and all blue on passenger side of vehicle only.
- E. All electrical wiring components are to be protected by fuses or circuit breakers of appropriate size and type. Plastic protective split loom of appropriate size shall be placed on all wiring harnesses in critical areas that could sustain damage from contact with any part of vehicle. Wire bundles are to be held together with zip ties or electrical tape at 12-inch intervals.

2.1 SPECIAL INSTRUCTIONS – DETAILED

Refer to Section 3 MINIMUM SPECIFICATIONS for full details

2.2 SPECIFICATIONS AND EQUALS

Whenever, in the specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material or process which shall be equivalent in every respect to that so indicated or specified, provided however, that if material, process, or article offered by the Bidder is not, in the opinion of the City of Stockton, equal in every respect to that specified, then the Bidder must furnish the material, process, or article specified, or one, that in the opinion of the City of Stockton, is equal thereof in every respect.

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EXHIBIT A

2.3 LITERATURE

Literature which fully describes the item on which you are proposing is to be submitted with your bid.

2.4 DELIVERY

Quotations are to be F.O.B. Destination and shall include delivery to:

CITY OF STOCKTON
MUNICIPAL SERVICE CENTER
1465 S. LINCOLN ST.
STOCKTON, CA 95206

(Complete units only, serviced and operable, minimum ¼ tank fuel)

2.5 INSPECTION

Vehicle/unit will be inspected before acceptance by an authorized representative of the City of Stockton for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of these specifications. If deficiencies are found, it shall be the responsibility of the Bidder to pick up the vehicle/unit for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been completed.

2.6 GUARANTEE

The Bidder delivering the vehicle/unit against the specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or Bidder will be required to correct the same at their expense.

2.7 WARRANTY

- A. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Stockton regardless of the method of delivery for the unit. Warranty time to start when vehicle is placed in operation, not delivered.
- B. Vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.

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- C. Optional Extended Warranty if available shall be offered (and covered by bid bond when applicable) as an option. The contracting vendor must have service facilities and an adequate supply of service parts available at a distance from Stockton no greater than the San Francisco Bay Area.
- D. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or any part thereof.
- E. The Dealer will provide warranty repairs within the City of Stockton or provide transportation for the vehicle/unit outside the City.

2.8 MANUFACTURING, MATERIAL AND DESIGN PRACTICES

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit will be subjected. Suspension, wheels, tires and other component parts shall be selected to give maximum performance, service life and safety, not merely meet the minimum requirements of these specifications.

2.9 HEAVY-DUTY DEFINED

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit, and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

2.10 SPECIFICATION VARIANCES

If any of the equipment bid varies from specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Stockton reserves the right to waive minor variation(s) if in the opinion of the Fleet Manager the basic unit meets the general intent of these specifications.

2.11 MANUFACTURER'S SPECIFICATION

- A. Complete specification, published literature and photos or illustrations of unit proposed shall be furnished with bid.
- B. Only new models in current production which are catalogued by the manufacturer and for which printed literature and specifications are available will be accepted.

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EXHIBIT A

2.12 MANUFACTURER'S STANDARD EQUIPMENT

- A. All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks, etc. Optional equipment to meet the following specifications will also be supplied.
- B. Specifications on the following pages are written with intent to meet all applicable documents, but the final certification to comply shall rest with the vendor and not the City of Stockton. Should requirements as specified not comply, the manufacturer is required to revise the specifications to meet all laws, rules and regulations where it applies to items such as the capacity, etc.; and the City of Stockton is to be notified thereof.
- C. The City will not accept any part, component or system, which is not established standard product of the bidding manufacturer. By this, it is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind," "experimental," "only one of its kind to be built," "especially modified to comply with this specification," "prototype," or "synonymous categorical descriptions shall not be acceptable. All parts and components of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

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3.0 MINIMUM SPECIFICATIONS

- A. Combine five wiring leads. 15 ft. Belden 12 conductor lead with Motorola remote control head lead, Tomar blue colored remote mount control lead, PA microphone lead, and 25 ft. Omni 3 conductor cable shall be routed from Setina storage tray above spare tire to the Havis console mounted between front seats and run through factory vehicle plastic wire harness channel except the Omni 3 conductor cable shall be separated at right front door area and be routed to right front firewall and thru grommet plug below glove box at bottom of right side of firewall into right side of engine bay forward to front of vehicle for connection to lighting mounted on push bumper. (See Exhibit # 1)

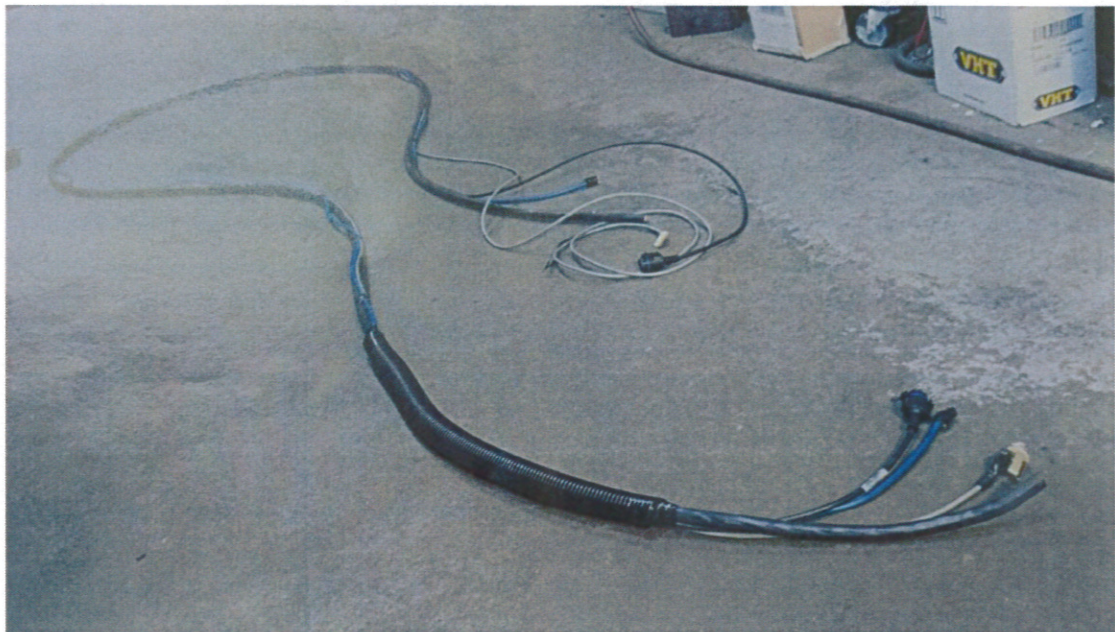


Exhibit #1

**REQUEST FOR SEALED BIDS
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EXHIBIT A

- B. Push-bumper to be mounted per manufacturer's instructions equipped with two white LED "wig wag" lights to flash in code 3 mounted to top crossbar. Additionally equipped with two red/blue LED's for intersection warning, projecting at 45 degrees sideways out from outer uprights also programmed to flash in code 3, to provide visible warning to opposing traffic at intersections. Siren speaker mounted to lower left of bottom crossbar of push-bumper per manufacturer's instructions.
(See Exhibit # 2)



Exhibit # 2

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EXHIBIT A

- C. Light-bar mounted per manufacturer's instructions. Rubber grommet placed on wiring harness where passing thru vehicle roof sheet metal then sealed with Electric Products E6000 industrial adhesive. Program forward facing red to illuminate (steady red, no flash, meeting CA Title 13 compliance) in code 2. (See Exhibit # 3)



Exhibit # 3

- D. Gun mount installed per manufacturer's instruction, with following exception; SC-1 shotgun lock mounting bracket modified per COS supplied template, said modification performed to eliminate unintentional release of shotgun by operator causing collision with mobile data computer mounted to dash. (See Exhibit # 4) Baton Holder clips shall also be installed centered between brackets per provided template.



Exhibit # 4

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- E. Havis center console shall be installed per manufacturer's instructions with following exceptions:
- 1) Relocating approximately $\frac{1}{2}$ " closer to driver's seat to provide sufficient clearance for PA microphone lead connected to right rear side of console relieving contact from side of front passenger seat to bayonet plug for PA microphone. (See Exhibit # 5a) A sample console shall be provided as a template



Exhibit # 5a

- 2) Cup holder mounted to rear.
- 3) Communications radio speaker to be mounted under the front passenger seat facing forward.

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EXHIBIT A

- 4) Weld 4" X 6" flat 16 gauge steel plate to Havis action mount, round corners and sharp edges then paint black to match action mount color. (See Exhibit # 5b)

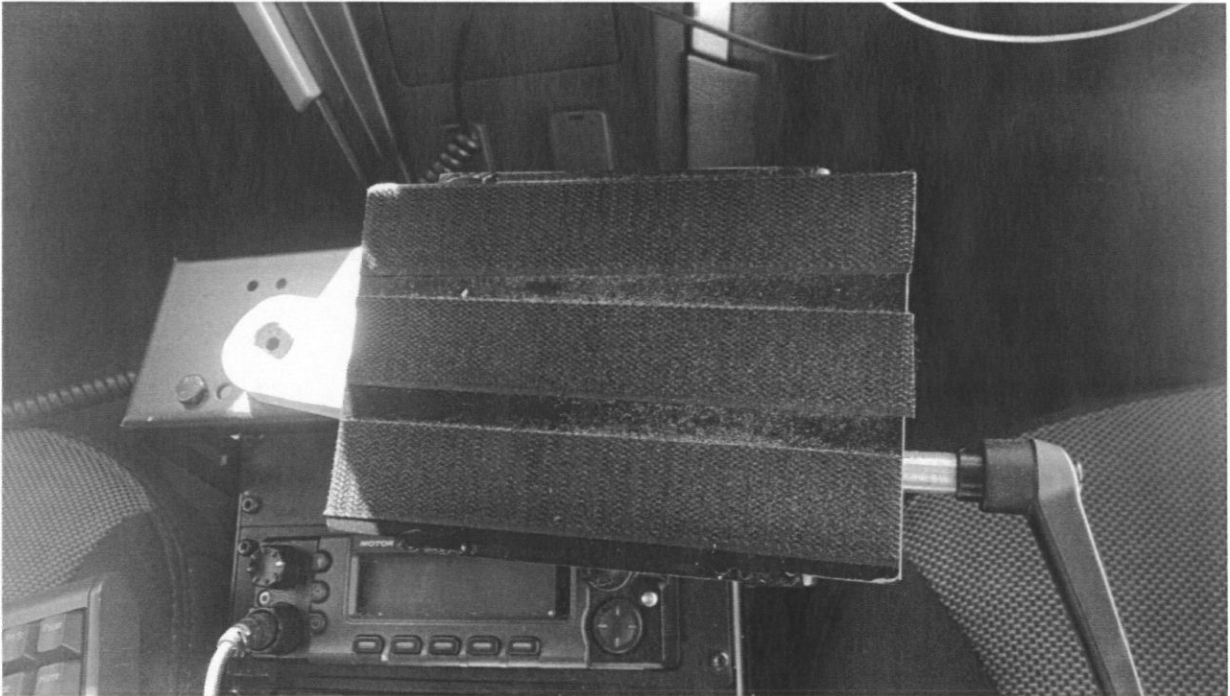


Exhibit # 5b

REQUEST FOR SEALED BIDS
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EXHIBIT A

- F. MDC dock (supplied by COS) installed per manufacturer's instructions with dock mounted in holes locating dock to its highest and furthest right position. Drill hole in lower left corner dock and wire dock key to dock per template supplied by COS. Keys supplied by COS. (See Exhibit # 6)

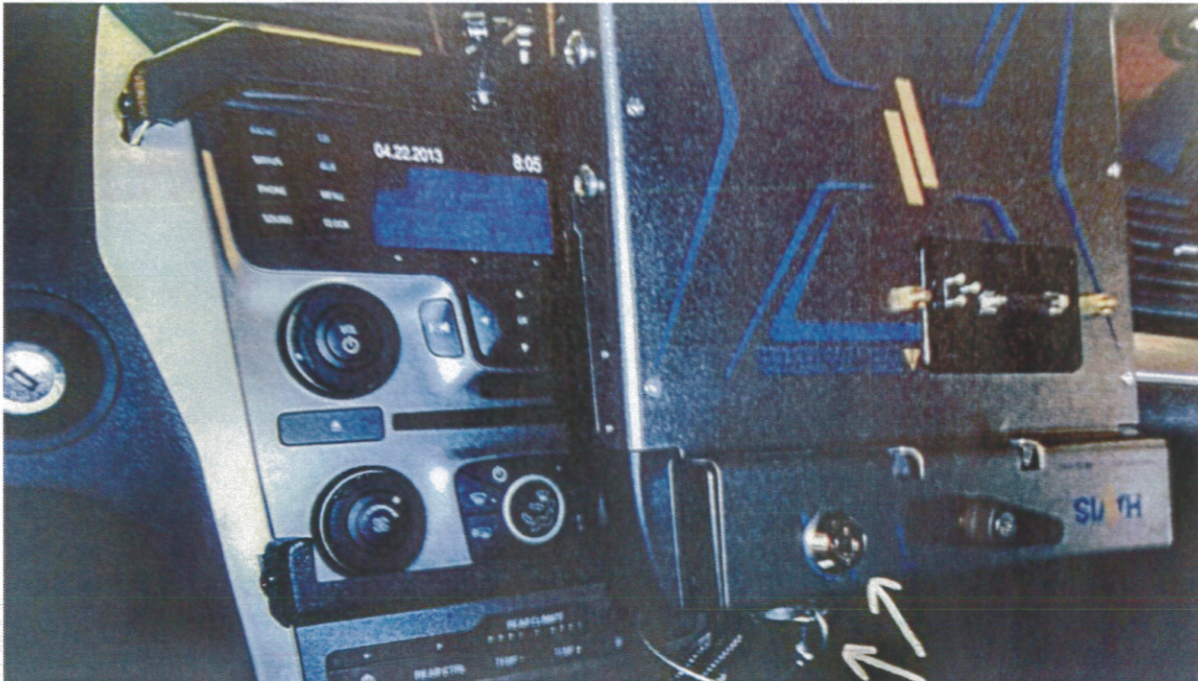


Exhibit # 6

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EXHIBIT A

- G. Rear plastic prisoner seat installed per manufacturer's instructions with the following exceptions:
- 1) Rear passenger seat belt hangers to be mounted on rear of front partition outboard close as possible to doors and secured with rivets. (See Exhibit # 7a)



Exhibit # 7a

- 2) Rear partition mounted with exception of, top rear mounting strut attachment point of partition shall be moved 1" forward from center of slotted factory mounting hole and attached with C-clip speed nuts with use of 3/4 inch spacer (used to keep headliner from being compressed) to eliminate drilling through lift gate gutter eliminating future potential water intrusion point. (See Exhibit # 7b)



Exhibit # 7b

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ATTACHMENT B

EXHIBIT A

- 3) Modify right and left interior trim panels where lower mounting struts bolt to lower right and left sides of cargo area and remove material to interior plastic trim panels in order to keep from deforming them. (See Exhibit # 7c)

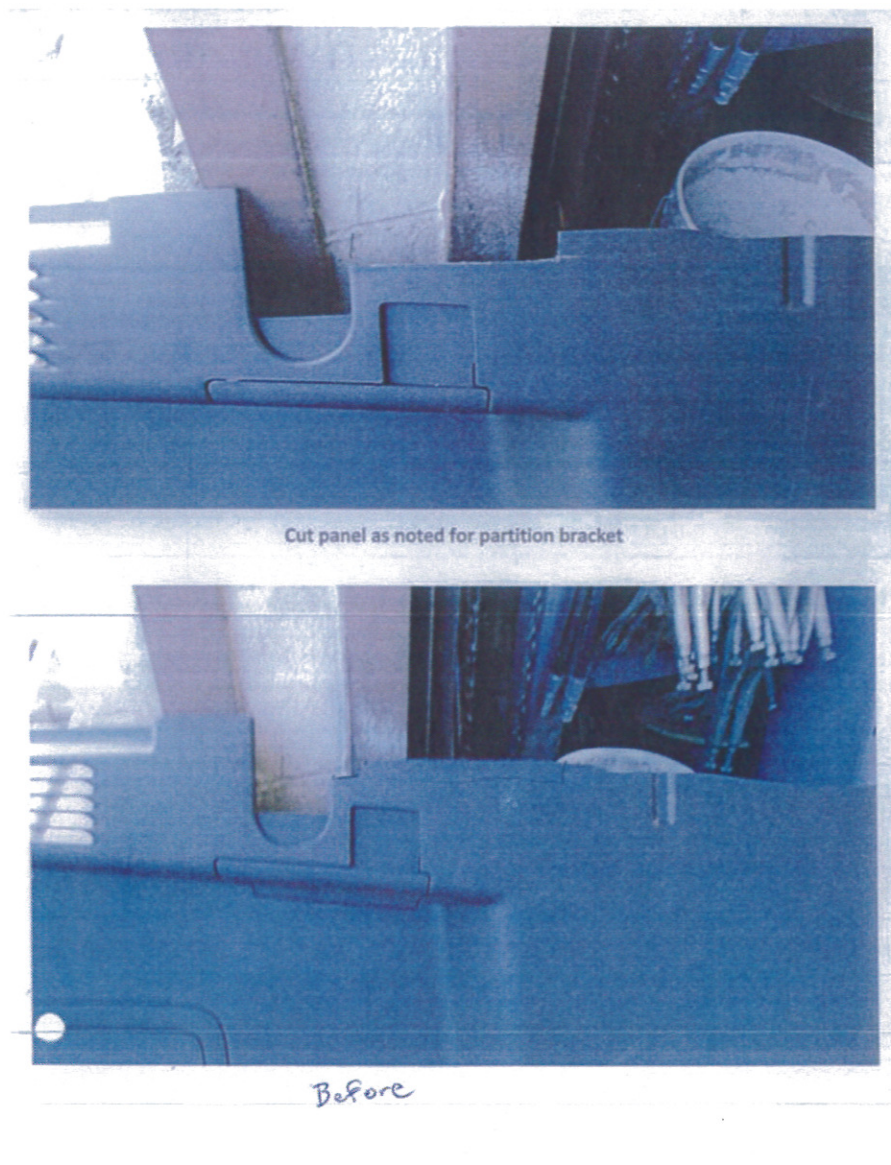


Exhibit # 7c

REQUEST FOR SEALED BIDS
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EXHIBIT A

- H. Two LED ION strobe lights (one red, one blue) mounted to bottom interior plastic lift gate trim panel so as to be visible by traffic approaching rear of vehicle with lift gate open, wiring to be routed through factory wiring boot. (See Exhibit # 8)

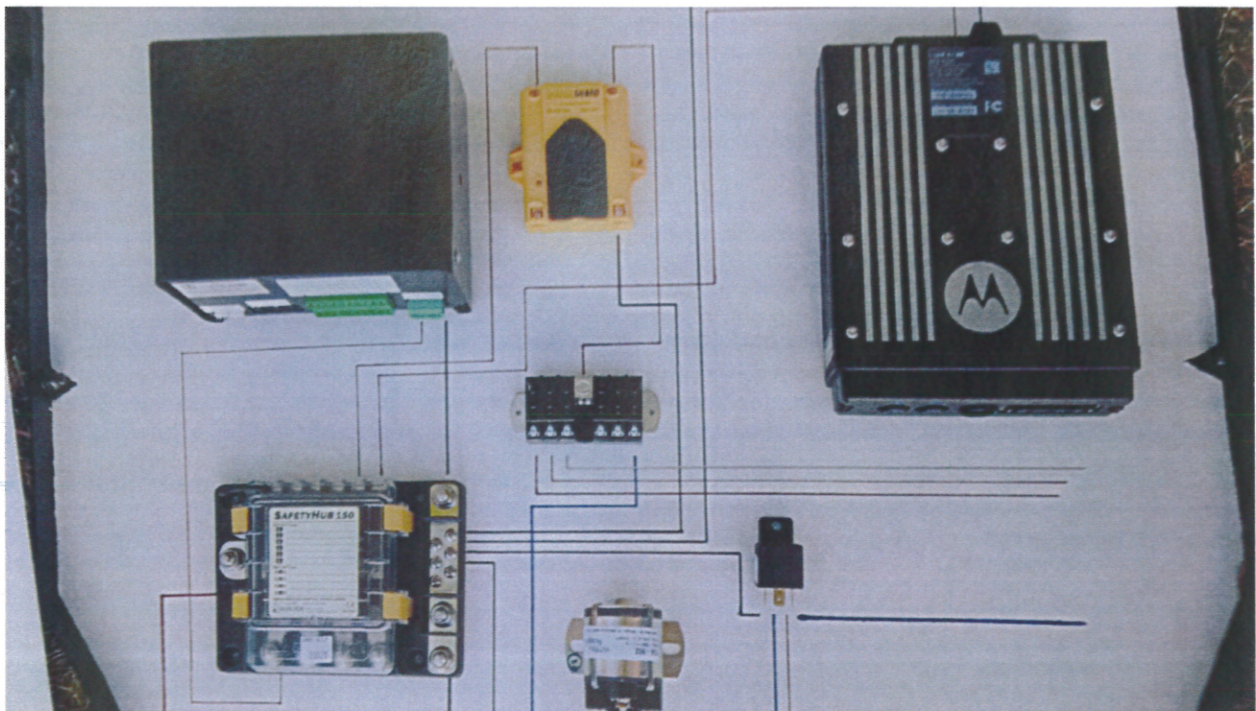


Exhibit # 8

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EXHIBIT A

- I. Havis electronic component mounting tray installed per manufacturer's instruction to provide mounting place for communications radio control module, light-bar/siren control module, charge guard timer, 1 Blue Sea fuse block, 1 six position ATO fuse block, and 1 White Rodgers power contractor relay. (See Exhibit # 9) Relay triggered by charge guard set for 2 hour time limit and wired in series of power supply wires to communications radio and mobile data computer terminating vehicle battery power to components with vehicle ignition key off. Wiring diagram will be supplied by COS.

**Exhibit # 9**

- J. Skid plate to be modified prior to installation. A circular 3½" cut shall be made at right front, and piece welded 90 degrees to strengthen area weakened by removal of metal. Additionally removal of rectangular 1½" X 7" section cut equally between rear mounting holes to provide additional clearance for exhaust pipe at rear of the plate. Sample skid plate with modifications to be provided by COS as template.

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EXHIBIT A

- K. Install Vertex LED lights in rear taillight housings facing rear of vehicle.
(See Exhibit # 11)

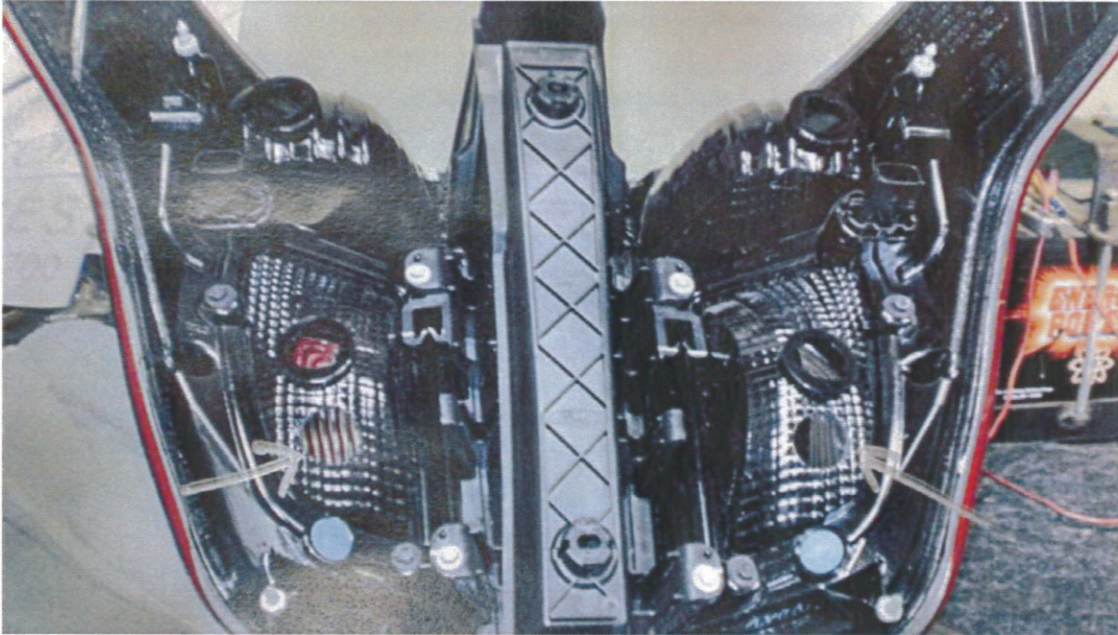


Exhibit # 11

- L. Cooper Bussman resettable circuit breaker to be mounted under hood next to vehicle battery. Bracket mounted to top of strut assembly shall be fabricated. (See Exhibit # 12)

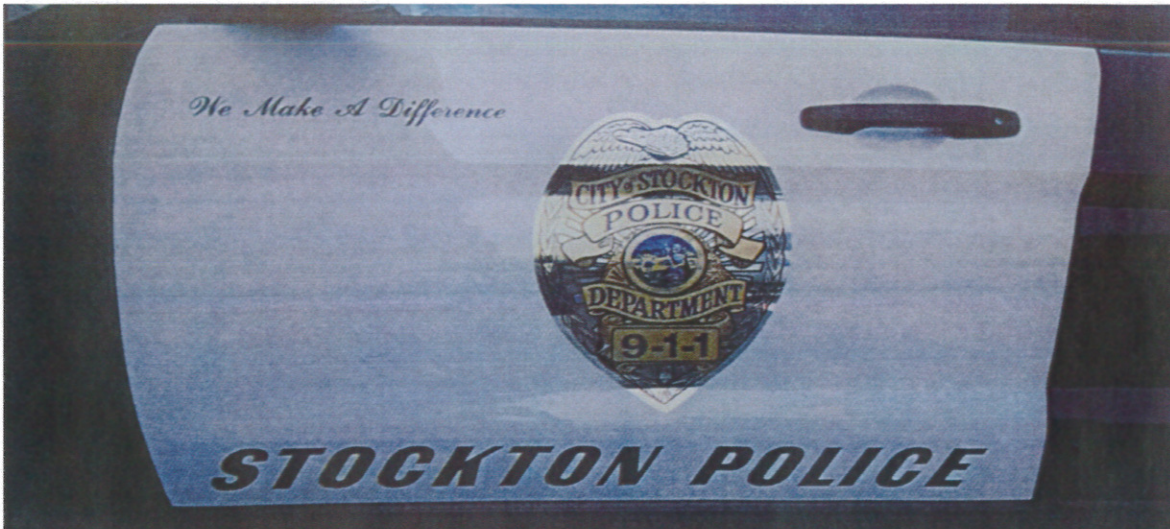


Exhibit # 12

REQUEST FOR SEALED BIDS
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EXHIBIT A

- M. Apply COS supplied exterior graphics (See Exhibits # 13 a,b, & c below)



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EXHIBIT A

- N. Install communications radio antenna per manufacturer's instructions to roof of vehicle 13 ½" forward from center of factory radio antenna (appearance will vary from illustration). Install GPS antenna per manufacturer's instructions to roof of vehicle 13 ½" forward of communications antenna. (See Exhibit # 14)



Exhibit # 14

3.1 PERFORMANCE

- A. Contractor shall provide two completed units for inspection prior to project commencement.
- B. Contractor shall be capable of completion and delivery of 6-8 units weekly.
- C. Contractor shall complete this project in 60 calendar days.
- D. Contractor shall be responsible for transportation of units to and from the Municipal Service Center located at 1465 S. Lincoln St., Stockton, CA 95206.
- E. Upon delivery, units to be inspected by COS Fleet staff for operation and/or adherence to specifications. Any units not operable or meeting specifications will be returned to contractor at the contractor's expense for repair or adjustment needed to meet specifications, at no additional cost to the City.
- F. All items supplied as templates shall be returned to COS at completion of the project. Any unused parts purchased by COS shall be returned at the completion of the project.
- G. All workmanship to be warrantied for a period of SIX (6) months from acceptance date.

REQUEST FOR SEALED BIDS
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ATTACHMENT B

EXHIBIT A

3.2 REQUIRED PARTS LIST FOR COS MARKED PD BUILD

SUBSTITUTIONS OF ITEMS IN TABLE BELOW ARE ALLOWED

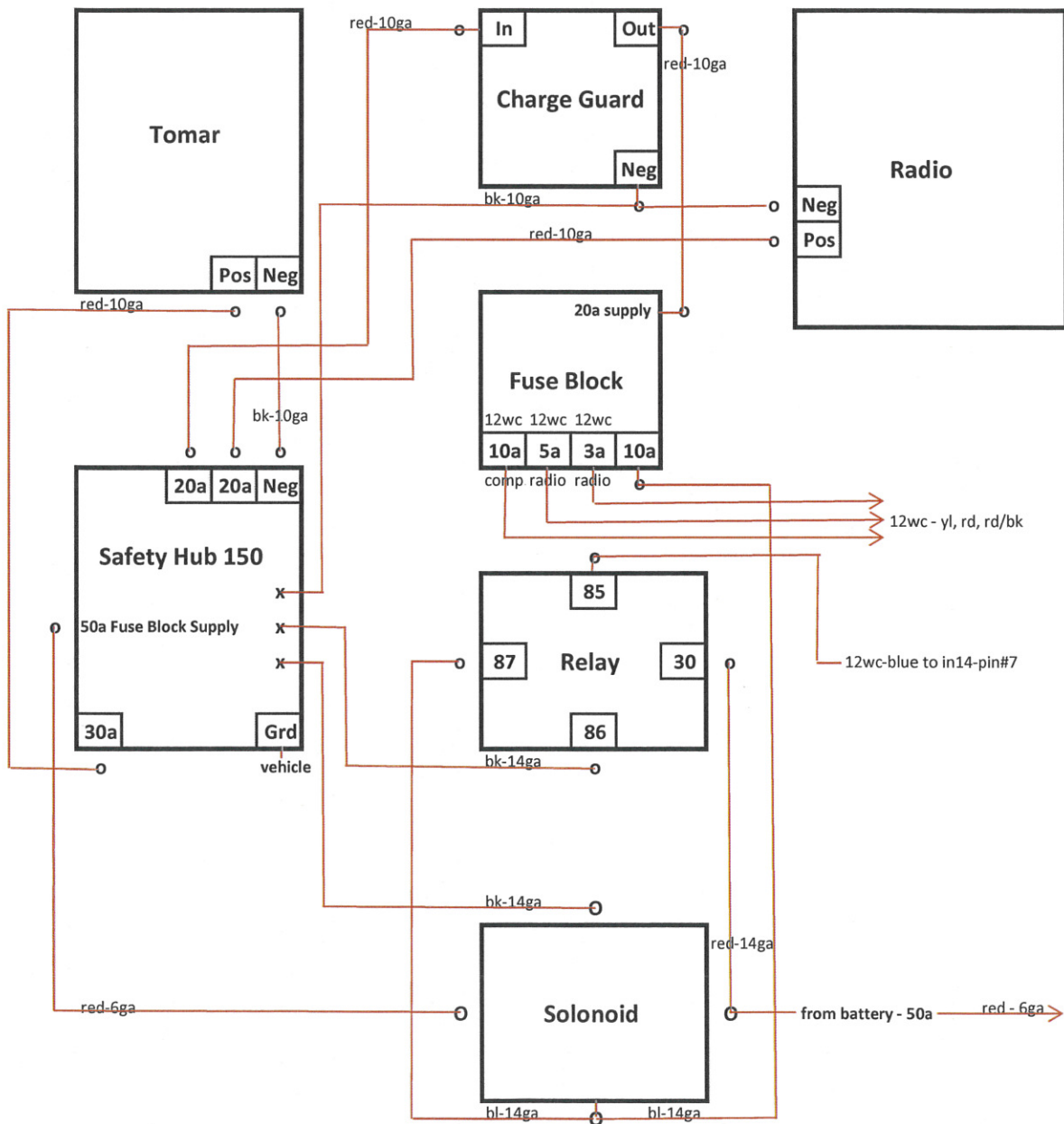
| QTY | PART # | DESCRIPTION |
|-----|---|--|
| 1 | 36-2005CHP, 36-2005RF, 36-2005PB, 36-2005PBRF | WESTIN PUSH BUMPER AND PIT BAR ACCESSORIES OR EQUAL |
| 2 | IONC | ION WHITE LED OR EQUAL-NOT NECESSARY IF INCLUDED WITH PUSHBUMPER AS PACKAGE |
| 2 | XK-in1958-B, LGMM-EXT-R, GPSB, DPXA-BC-160, AFM-835, C23F-5M, C29-5SJ | PANORAMA ANTENNA AND ANTENNA COMPONENTS |
| 1 | SA315P | WHELEN SIREN SPEAKER OR EQUAL |
| 1 | SAK37 | WHELEN SPEAKER BRACKET OR EQUAL |
| 1 | WK0595ITU1 | SETINA REAR DOOR POLY WINDOW OR EQUAL |
| 1 | DK0100ITU1 | SETINA REAR INNER DOOR PANEL OR EQUAL |
| 1 | SUVIC1311 | AEDEC REAR PRISONER SEAT/SCREEN OR EQUAL |
| 1 | VTX609R | WHELEN VERTEX LED LIGHT OR EQUAL |
| 1 | VTX609B | WHELEN VERTEX LED LIGHT OR EQUAL |
| 1 | IONR | WHELEN ION LED LIGHT OR EQUAL |
| 1 | IONB | WHELEN ION LED LIGHT OR EQUAL |
| 1 | IONGROM | WHELEN ION GROMMET OR EQUAL |
| 1 | FB-ATO-6 | SIX POSITION ATO FUSE BLOCK OR EQUAL |
| 1 | BS-7748 | BLUE SEAS FUSE BLOCK OR EQUAL |
| 1 | 87142 | HELLA MAP LIGHT OR EQUAL |
| 1 | GV1 | STANDARD MOTOR GROMMET OR EQUAL |
| 1 | CB285-100 | COOPER BUSSMAN 100 AMP RESETTABLE CIRCUIT BREAKER OR EQUAL |
| 1 | 22-2222 | COPQUEST BATON HOLDER BRACKET OR EQUAL |
| 1 | 35-240 | AKRO-MILLS GRAY PLASTIC TOTE TRAY OR EQUAL |
| 1 | 27341A | BELDEN 600V SERIES, MULTI COLOR, 12 CONDUCTOR WIRE CABLE, 16 GAUGE (15 FT. REQUIRED PER UNIT) OR EQUAL |
| 2 | 1/4-20 (NC) | U-CLIP SPEED NUTS |
| 2 | SPACER | ¾ " THICK SPACER |
| 1 | N/A | MOTOROLA 7500 SERIES COMMUNICATIONS RADIO-COS TO SUPPLY |
| 1 | A171603 | OMNI CABLE, 16 GAUGE, 3 CONDUCTOR, SHIELDED, 25 FT. WIRE LEAD |

3.3 COS STANDARD REQUIRED PARTS LIST FOR COS MARKED PD BUILD

NO EXCEPTIONS OR PART SUBSTITUTIONS ACCEPTED FOR ITEMS BELOW AS THESE ITEMS ARE CONSIDERED TO BE STANDARD REQUIREMENT FOR COS MARKED PATROL FLEET. THIS IS NEEDED TO PROVIDE TACTILE AND REPETITIVE OPERATION IN PROVIDING ASSIGNED OFFICERS EASE OF OPERATION DURING EMERGENCY/PURSUIT DRIVING OR OPERATING CONDITIONS TO GIVE OFFICERS FAMILIARITY NO MATTER WHICH UNIT IN THE FLEET THEY MAY BE ASSIGNED ALSO TO AIDE IN STANDARDIZATION OF TRAINING.

| QTY | PART # | DESCRIPTION |
|-----|--|---|
| 1 | PK0419ITU1 | SETINA PARTITION |
| 1 | GK10301S1U | SETINA DUAL WEAPON MOUNT |
| 1 | C-VS-1400-UTIL | HAVIS CONSOLE |
| 1 | C-DMM-123 | MONITOR MOUNT |
| 1 | C-MM-201 | DEVICE MOUNT BRACKET |
| 1 | C-MM-301 | ADAPTER BRACKET |
| 1 | C-CUP2-I | HAVIS DUAL BEVERAGE HOLDER |
| 1 | C-SM-SA-1 | HAVIS ACTION ADAPTER |
| 1 | C-MD-204 | HAVIS MOTION DEVICE |
| 1 | 36-10006 | WESTIN SKID PLATE |
| 1 | 970L-4908-0701 WITH DIGITAL CONNECTION | TOMAR SCORPION WITH DIGITAL CONNECTION, TAKEDOWNS, ALLEYS, TRAFFIC ADVISOR AND MOUNTING HARDWARE/BRACKETS-NO EXCEPTIONS |
| 1 | 940L-SIREN-R | TOMAR LIGHTBAR CONTROLLER/MODULE |
| 1 | CG-X | HAVIS CHARGE GUARD |
| 1 | C-TTP-INUT-2 | HAVIS FOLD UP EQUIPMENT TRAY |
| 1 | 124-902 | WHITE RODGERS POWER CONTRACTOR RELAY |

3.4 ADDITIONAL INFORMATION



Tray Wiring Schematic - Spare Tire Compartment

BID DOCUMENTS

- A) BID - PATROL VEHICLE BUILD
- B) PUR 15-029
- C) JANUARY 28, 2016

COMPANY NAME: Emergency Vehicle Outfitters
CONTACT NAME: Kao Saephanh
ADDRESS: 9858 Kent Street
Elk Grove, CA 95624
TELEPHONE NUMBER: 916-685-0800
EMAIL: Kaos@evopse.com

BID TO BE SUBMITTED

RATE PRICE/INCLUDING PARTS

| | |
|--|------------|
| A. Combine five wiring leads | \$ 392.78 |
| B. Mount push bumper | \$ 901.50 |
| C. Mount light bar | \$ 2087.50 |
| D. Install gun mount | \$ 372.56 |
| E. Install Havis Center console, cup holder, steel plate | \$ 570.57 |
| F. Install MDC dock | \$ 294.90 |
| G. Install rear prisoner seat and partition | \$ 1623.75 |
| H. Mount strobe lights | \$ 427.75 |
| I. Install Havis electronic component mounting tray | \$ 674.12 |
| J. Modify skid plate | \$ 216.25 |
| K. Install Vertex LED lights | \$ 312.10 |
| L. Mount Cooper Bussman resettable circuit breaker | \$ 80.27 |
| M. Apply COS graphics | \$ 150.00 |
| N. Install communications radio antenna | \$ 618.33 |

Door Panel; Miscell items



Taxable Fees

\$ 7,022.38

Sales Tax (9.00%)

\$ 632.01

Subtotal

\$ 7,654.39

Non-taxable Fees

\$ 1700.00

TOTAL for 1 UNIT

\$ 9,354.39

1 unit \$9,354.39 x 47 vehicles = \$439,656.33

The Bidder is agreeable to accepting work for an entire unit, as well as only portions of the installation as circumstances warrant the partial work.

The Bidder warrants their work and equipment for a minimum period of 10 years.

Nearest factory authorized service representative is Kao Saephank, located at Elk Grove, CA. Phone # is 916-685-0800.

Any questions regarding specifications should be directed to Douglas Smith, PW Fleet Manager, at telephone (209) 937-7415.

EVO-Emergency Vehicle Outfitters

FIRM

SIGNED BY

1-28-16

DATE

9858 Kent St. Elk Grove, CA 95624

ADDRESS

Service Coordinator

TITLE OR AGENCY

916 685-0800

TELEPHONE

BIDDER'S AGREEMENT

In submitting this bid, as herein described, the Bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
2. They have reviewed and understand all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/bidflash>.
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the Bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be "A Jurat" notarization.

EVO-Emergency Vehicle Outfitters, 9858 Kent Street
Elk Grove, CA 95624
 FIRM ADDRESS
[Signature]
 SIGNED BY Service Coordinator
Kaos@evopse.com
 E-MAIL ADDRESS TITLE OR AGENCY

NOTE: Bids are invalid which are unsigned. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

OFFICE OF THE CITY CLERK
 FIRST FLOOR, CITY HALL
 425 NORTH EL DORADO STREET
 STOCKTON, CALIFORNIA 95202-1997

On or before **2:00 p.m. JANUARY 28, 2016**, and publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK'S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK'S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.

NON-COLLUSION AFFIDAVIT FOR INDIVIDUAL PROPONENT

EXHIBIT B

No. 1

STATE OF CALIFORNIA, _____) ss.
County of _____)
(Insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

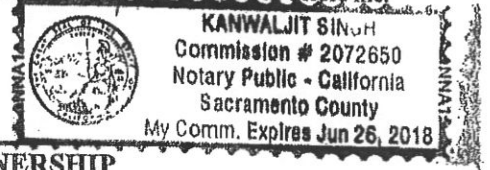
STATE OF CALIFORNIA, _____) ss.
County of Sacramento)
(Insert)

Evo-Emergency Vehicle Outfitters Inc. - Michelle C. Goode being first duly sworn, deposes and says: That they are the Executive Administrator of Evo-Emergency Vehicle Outfitters a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this 26th day of JANUARY, 2016
by MICHELLE COREAN GOODE, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature Kanwaljit Singh

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____) ss.
County of _____)
(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

Exhibit C:
Insurance Requirements
(Services & Products)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** 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 twice the required occurrence limit.
2. **Automobile Liability (AL):** 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:** 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.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Contractor's insurance coverage to sole negligence.

- **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- **Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- **Special Risks or Circumstances**

The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- **Certificate holder address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- **Subcontractors**

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

| | | |
|--|---|--|
| Subject: DISCRIMINATION AND HARASSMENT POLICY | Directive No. HR-15 | Page No. 1 of 14 |
| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/04, 5/1/06, 1/1/08
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/16/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

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| Subject: DISCRIMINATION AND HARASSMENT POLICY | Directive No. HR-15 | Page No. 2 of 14 |
| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 6/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

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|--|---|--|
| Subject: DISCRIMINATION AND HARASSMENT POLICY | Directive No. HR-15 | Page No. 3 of 14 |
| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

**CITY OF STOCKTON, CALIFORNIA
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| | Effective Date: 5/1/2016 | Revised From: 7/27/09 4/8/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

**CITY OF STOCKTON, CALIFORNIA
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| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

- I. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

**CITY OF STOCKTON, CALIFORNIA
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. **Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment**

- a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
- b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
- c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. **Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment**

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
 - F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed, as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 -- 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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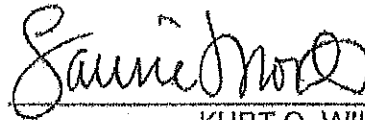
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



**KURT O. WILSON
CITY MANAGER**