

# **REQUEST FOR PROPOSALS**



## **PURCHASE OF ONBOARDING AND REPLACEMENT UNIFORMS AND RELATED SERVICES FOR LATHROP POLICE DEPARTMENT**

**Proposals Due: December 15, 2025  
5:00pm**

### **LATHROP POLICE DEPARTMENT**

**940 River Islands Parkway  
Lathrop, CA 95330  
Phone:(209) 647-6400  
Fax: (209) 647-6428**

**Approved:** \_\_\_\_\_  
Brian Hernandez, Lieutenant, Lathrop Police Department

**Date:** December 1, 2025

## **A. GENERAL INFORMATION**

The City of Lathrop (“CITY”) requests proposals from qualified businesses (individually, a “Respondent” and collectively, “Respondents”) to furnish complete onboarding uniforms and replacement uniforms and related services for Lathrop Police Department.

Requests for Proposal (RFP) packets are available on the City of Lathrop website: <https://www.ci.lathrop.ca.us/rfps>.

## **B. BACKGROUND**

The City of Lathrop, incorporated in 1989, is located in the Northern San Joaquin Valley, at the junction of Interstate 5, Interstate 205, and State Route 120. Lathrop is centrally located within a 30-minute commute of Tracy, Manteca, Stockton, Lodi, Modesto, Livermore and Pleasanton.

Lathrop’s population as of January 1, 2025, reported by the State of California Department of Finance, is 38,596 which represents a 4% growth from the previous year, continuing to make headlines as one of California’s fastest growing communities.

The City of Lathrop launched its Police Department July 1, 2022, currently employing 55 sworn and non-sworn employees, at varying ranks and positions.

## **C. ANTICIPATED SCOPE OF SERVICES**

Respondent agrees to provide Lathrop Police Department with complete onboarding uniforms for new employees and replacement uniform pieces, as needed. Additionally, perform repairs, alterations, and apply Lathrop Police Department insignia to all garments as directed. Uniforms shall comply with Lathrop Police Department uniform specifications and standards, as outlined in the uniform manual.

Each position and rank require specific uniform pieces needed to constitute complete uniforms. Respondent must be able to fulfill complete uniform orders **within 21 days**. A comprehensive list of uniform pieces by position and/or rank is provided as Attachment 1.

Respondent agrees to diligently perform these services in accordance with the upmost standards of its profession and to City’s satisfaction.

## **D. CONTRACT TERM**

The term of the contract for Purchase of Onboarding and Replacement Uniforms and Related Services will begin as early as January 1, 2026, and expire on June 30, 2027.

## **E. RFP CONTENT**

The proposals shall include, but not be limited to the following information:

- Respondent's information, including business name, physical address, phone number, business days and hours, and contact name and email;
- Description of respondent's ability to perform services outlined in Anticipated Scope of Services;
- Completed Uniform Items and Additional Services Bid List, included as Attachment 2, including pricing for all items;
- Acceptance of terms of City's Service Contract, sample included as Attachment 3.

## **F. EVALUATION CRITERIA**

The City will consider Respondent's proposals, experience, expertise, level of professional service, physical location, and price in the award of the project. The City may also choose to take into account the Respondent's performance in past and ongoing projects, if applicable.

## **G. AGREEMENT FOR SERVICES**

The City has provided a copy of the Service Contract (See Attachment 3). Please provide proposed Compensation and Scope of Work Exhibits with your proposal. Furthermore, firms proposing this project shall adhere to, and comply with federal and state regulations.

The selected Respondent(s) shall, within ten (10) calendar days from the date of the Notice of Intent to Award, provide the City with the following documents: insurance and endorsements acceptable to the City of Lathrop, proof of purchase of a City business license, any other documents and certificates required by the RFP, and a signed Service Contract provided by the project manager.

## **H. REVISION TO THE RFP**

The City reserves the right to revise the RFP prior to the date that responses are due. The City reserves the right to extend the date by which the responses are due. Revisions and extensions to the RFP shall be posted on the City's website and will be the responsibility of the proposer to check for any and all addendums prior to submittal at: [Bids and RFPs | City of Lathrop CA](#).

The City also reserves the right to reject any or all the responses, and to re-initiate or abandon the RFP process.

## **I. SELECTION PROCESS**

The City shall review the responses for completeness, clarity and content. Based on the review, the City may choose to contract with multiple respondents to ensure timely response to requests for repair or replacement.

The basis of award for the service agreement will be the lowest total dollar amount of one (1) of each specification based on the complete uniform bid list.

The City of Lathrop anticipates all uniform purchases during the term of the agreement to total approximately \$60,600. All agreements awarded for purchase of onboarding and replacement uniforms and related services shall not exceed a total amount of \$60,600. The City of Lathrop reserves the right to award no work or portion of the \$60,600 not-to-exceed contract value.

The Respondent, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. This RFP does not commit the City to award a contract, to defray cost incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

The City reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. Non-acceptance of any proposal does not imply any criticism of the proposal or imply that the proposal was deficient.

The City will follow the selection schedule listed below but reserves the right to modify the schedule in any manner necessary to serve the best interests of the City.

## **J. PROPOSED SCHEDULE**

Release Request for Proposals	December 1, 2025
RFP Response Deadline	5:00 PM, December 15, 2025
Notice of Intent to Award	December 22, 2025
Commence Services	January 1, 2026

Costs for responding to this RFP are entirely the responsibility of the Respondent and shall not be chargeable in any way to the City. All material submitted becomes the property of the City and may be returned only at the City's option.

One (1) electronic PDF copy of proposal shall be emailed, **or** one (1) original proposal may be mailed or hand delivered to the contact below. RFP response shall be signed by an authorized representative of the proposing entity, and shall be delivered on or before 5:00 pm December 15, 2025, to:

Brain Hernandez  
bhernandez@ci.lathrop.ca.us  
City of Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330

Note that proposals received after this time and date may be rejected.

For general questions, only the authorized project representative should contact Brain Hernandez electronically at [bhernandez@ci.lathrop.ca.us](mailto:bhernandez@ci.lathrop.ca.us).

## **K. ATTACHMENTS**

Attachment 1 – Uniform Specifications

Attachment 2 – Uniform Items and Additional Services Bid List

Attachment 3 – Sample Service Contract

**ATTACHMENT 1**

**UNIFORM SPECIFICATIONS**

**ATTACHMENT 1 - UNIFORM SPECIFICATIONS**

<b>SWORN COMPLETE UNIFORM</b>	
<b>SWORN CLASS A UNIFORM</b>	<b>QTY</b>
CLASS A LONG SLEEVE SHIRT	1
CLASS A PANT	1
CLASS A HAT	1
CLASS A NAVY TIE	1
CLASS A DUTY BELT	1
CLASS A TIE BAR SILVER	1
RECTANGLE SHAPED AMERICAN FLAG SILVER BACKING	1
<b>SWORN CLASS C UNIFORMS</b>	<b>QTY</b>
CLASS C SHIRTS	4
CLASS C PANTS	4
<b>SWORN TRAINING UNIFORM</b>	<b>QTY</b>
TRAINING POLO	1
TRAINING PANT	1
TRAINING BELT	1
<b>SWORN MISC GEAR</b>	<b>QTY</b>
DUTY JACKET	1
REFLECTIVE RAIN JACKET	1
BLACK BOOTS ANY POLISHABLE TOE	2
DUTY BELT	1
UNDER DUTY BELT	1
BASKETWEAVE KEY POUCH OR CLIP	1
HANDCUFF KEY W/CLIP	1

<b>SWORN COMMAND COMPLETE UNIFORM</b>
---------------------------------------

SWORN COMMAND STAFF CLASS A UNIFORM	QTY
CLASS A LONG SLEEVE SHIRT	2
CLASS A PANT	2
CLASS A HAT	1
CLASS A NAVY TIE	2
CLASS A DUTY BELT	1
4 GOLD SNAP BELT KEEPERS	4
CLASS A TIE BAR GOLD	2
SINGLE HANDCUFF POUCH WITH GOLD SNAP	1
DOUBLE MAGAZINE POUCH WITH GOLD SNAPS	1
RECTANGLE SHAPED AMERICAN FLAG GOLD	3
IKE JACKET	1
EXTERNAL VEST CARRIER (OPTIONAL)	1
CLASS A PATENT LEATHER HIGH GLOSS SHOES	1
3/4 INCH GOLD COLLAR RANK INSIGNIA	2
1 INCH GOLD SHOULDER RANK INSIGNIA FOR IKE JACKET	1
GOLD NAME TAGS WITH BLUE LETTERING	3
SWORN COMMAND STAFF CLASS B UNIFORMS	QTY
CLASS B UNIFORM SHIRTS	2
CLASS B UNIFORM PANTS	2
PATROL BOOTS WITH POLISHABLE TOE	1
SWORN COMMAND STAFF CLASS C UNIFORMS	QTY
CLASS C SHIRT	1
CLASS C PANT	1
SWORN COMMAND STAFF TRAINING UNIFORM	QTY
TRAINING POLO	1
TRAINING PANT	1
TRAINING BELT	1
SWORN COMMAND STAFF MISC GEAR	QTY
DUTY JACKET	1
REFLECTIVE RAIN JACKET	1
DUTY BELT	1
UNDER DUTY BELT	1
KEY POUCH OR CLIP	1
HANDCUFF KEY W/CLIP	1



**ATTACHMENT 1 - UNIFORM SPECIFICATIONS**

<b>CSO COMPLETE UNIFORM</b>	
<b>CSO CLASS A UNIFORM</b>	<b>QTY</b>
CLASS A LONG SLEEVE SHIRT	1
CLASS A PANT	1
CLASS A HAT	1
CLASS A NAVY TIE	1
CLASS A TIE BAR SILVER	1
RECTANGLE SHAPED AMERICAN FLAG SILVER BACKING	1
<b>CSO CLASS B UNIFORMS</b>	<b>QTY</b>
CLASS B SHIRTS	4
CLASS B PANTS	4
<b>CSO TRAINING UNIFORM</b>	<b>QTY</b>
TRAINING POLO	1
TRAINING PANT	1
TRAINING BELT	1
<b>CSO MISC GEAR</b>	<b>QTY</b>
DUTY JACKET	1
REFLECTIVE RAIN JACKET	1
BLACK BOOTS ANY POLISHABLE TOE	2
DUTY BELT	1
KEEPERS	1
POCKET KNIFE	1
HANDCUFF CASE	1

**ATTACHEMENT 1 - UNIFORM SPECIFICATIONS**

<b>ANIMAL CENTER COMPLETE UNIFORM</b>		<b>QTY</b>
POLO		2
CLASS B PANTS		2
BELT		1
RAIN JACKET		1
RAIN PANTS		1
DUTY JACKET		1
BEANIE		1
BASEBALL STYLE HAT		1
BLACK BOOTS		1

**ATTACHEMENT 1 - UNIFORM SPECIFICATIONS**

PROPERTY & EVIDENCE TECH COMPLETE UNIFORM		QTY
POLO		4
CLASS B PANT		4
TRAINING BELT		1
DUTY JACKET		1
BLACK BOOTS ANY POLISHABLE TOE		2

ATTACHEMENT 1 - UNIFORM SPECIFICATIONS

RECORDS TECH COMPLETE UNIFORM		QTY
POLO		4
SWEATER OR JACKET		1

ATTACHEMENT 1 - UNIFORM SPECIFICATIONS

ADMIN COMPLETE UNIFORM		QTY
POLO		2
SWEATER OR JACKET		1

**ATTACHMENT 1 - UNIFORM SPECIFICATIONS****EXPLORER COMPLETE UNIFORM**

<b>EXPLORER CLASS A UNIFORM</b>		<b>QTY</b>
CLASS A LONG SLEEVE SHIRT		1
CLASS A PANT		1
BLACK CLIP-ON TIE		1
CHROME TIE CLIP		1
<b>EXPLORER UNIFORMS</b>		<b>QTY</b>
POLO UNIFORM SHIRT		1
BDU STYLE PANT		1
<b>EXPLORER P/T UNIFORM</b>		<b>QTY</b>
DRI-FIT STYLE P/T SHIRT		1
GYM SHORTS		1
<b>EXPLORER MISC GEAR</b>		<b>QTY</b>
PULL OVER SWEATSHIRT		1
DUTY BELT		1
TRAINING BELT		1
VELCRO BELT		1
BASKETWEAVE UNDER BELT		1

**ATTACHMENT 2**

**UNIFORM ITEMS AND ADDITIONAL SERVICES BID LIST**

ITEM	BRAND	DESCRIPTION	PRICE
<b>Class "A"</b>			
Long Sleeve Shirt	Flying Cross	LAPD Navy Blue, wool	
Long Sleeve Shirt	Flying Cross	Light Blue	
Long Sleeve Shirt		Charcoal Grey, cotton blend	
Trousers	Flying Cross	LAPD Navy Blue, wool	
Soft Cap	Keystone Cap Co.	Navy Blue with Black Patent Leather Visor - Metal Snake	
Soft Cap	Keystone Cap Co.	Navy Blue with Black Patent Leather Visor - Gold Metal Snake	
IKE Jacket			
<b>Class "B"</b>			
Shirt	Blauer	Grey 8372/8372W	
BDU Style Pant	5.11/First Tactical	Dark Navy/Khaki	
<b>Class "C"</b>			
Long Sleeve Shirt	Blauer	8671/8671W	
Short Sleeve Shirt	Blauer	8675/8675W	
Pant	Blauer	8665-4/8665W-4	
Long Sleeve Shirt	Blauer	8361-4/8361W-4	
Short Sleeve Shirt	Blauer	8362-4/8362W-4	
Cold Weather Long Sleeve	Blauer	8374/8374W	
<b>Misc Uniforms</b>			
Training Polo		Dark Navy	
Training Polo		Charcoal Grey	
Training Pant	5.11/First Tactical	Dark Navy/Khaki	
BDU?		Navy Blue	
Dri-Fit Style P/T Shirt		Charcoal Grey	
Gym Shorts		Navy Blue	
Pull Over Sweatshirt		Charcoal Grey	
Sweater	A+	#APLUS6300, Navy	
Jacket	5.11	Nevada Softshell, Blk 38084/78035	
Duty Jacket	5.11/First Tactical	Dark navy 48359/118502	
Rain Jacket	Blauer	Reflective 26991	
Rain Jacket Hood	Blauer	123	
<b>Shoes</b>			
Class "A" Patent Leather Shoe		High Gloss	
Black Boots		Any polishable toe	
Black Boots		Tactical	



ITEM	BRAND	DESCRIPTION	PRICE
<b>Misc Gear</b>			
Duty Belt	Dutyman/Bianchi Accumold	Basket Weave Leather	
Duty Belt		Black, Nylon	
Trouser Belt	Dutyman/Bianchi/Safariland	Black, no more than 2" width. Black or silver buckle.	
Training Belt		Black Nylon, black buckle	
Under Duty Belt		Buckle	
Under Duty Belt		Velcro	
Tie		Navy Clip-On, Wool Blend	
Tie		Black Clip-On	
Tie Bar		Silver - Plain, no ornamentation	
Tie Bar		Gold - Plain, no ornamentation	
Tie Clip		Chrome	
Key Pouch		Basketweave	
Key Clip			
4 Gold Snap Belt Keeper			
<b>Additional Items</b>			
P Buttons		Silver	
P Buttons		Gold	
Rectangle American Flag		Silver	
Rectangle American Flag		Gold	
Install Patch			
Embroider Name		First Initial, Last Name	
"POLICE"		Back of Rain Jacket 07576	
Metal Name Tag	Blackinton	Silver, inscribed printing blue	
Metal Name Tag	Blackinton	Gold, inscribed printing blue	
3/4 Inch Gold Collar Rank		1 Bar (LT)	
3/4 Inch Gold Collar Rank		2 Bar (Capt)	
1 Inch Gold Shoulder Rank		1 Bar (LT)	
1 Inch Gold Shoulder Rank		2 Bar (Capt)	
<b>Alterations</b>			
Shirt			
Pants			
Jacket			
Other:			
Other:			
Other:			

**ATTACHMENT 3**

**SAMPLE SERVICE CONTRACT**

## CITY OF LATHROP

### SERVICE CONTRACT WITH **CONTRACTOR NAME** FOR PURCHASE OF ONBOARDING AND REPLACEMENT UNIFORMS AND RELATED SERVICES FOR THE CITY OF LATHROP POLICE DEPARTMENT

**THIS AGREEMENT**, dated for convenience this \_\_\_\_\_ day of **MONTH YEAR** is by and between **CONTRACTOR NAME**, ("CONTRACTOR"), and the **CITY OF LATHROP**, a California municipal corporation ("CITY").

#### RECITALS:

**WHEREAS**, CONTRACTOR is experienced and competent to provide uniforms as requested and perform additional related services for Lathrop Police Department, as required by this agreement; and

**WHEREAS**, the Lathrop Police Department has a need for ongoing purchase of onboarding and replacement uniforms and related services to ensure Lathrop Police Department's ability to maintain essential police services; and

**WHEREAS**, CONTRACTOR is familiar with Lathrop Police Department's uniform specifications and is able and willing to render such services to efficiently and timely maintain essential public services; and

**NOW, THEREFORE**, CONTRACTOR and the CITY agree as follows:

#### AGREEMENT

##### (1) Scope of Service

CONTRACTOR agrees to perform services in accordance with the scope of work and fee proposal provided by the CONTRACTOR, attached hereto as Exhibit "A", and incorporated herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY's satisfaction.

##### (2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum-not-to-exceed \$60,600 for the purchase of onboarding and replacement uniforms and related services as set forth in Exhibit "A". CONTRACTOR shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event

shall CONTRACTOR be entitled to compensation for work not included in Exhibit “A” unless a written change order or authorization is executed describing the extra work and payment terms prior to the commencement of the work.

**(3) Effective Date and Term**

The effective date of this Agreement is **DATE**, and it shall terminate no later than **June 30, 2027**. Either CITY or CONTRACTOR may cancel Agreement upon 30 days written notification to the other party.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

**(5) Billings**

CONTRACTOR’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

**(7) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY’S City Manager. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY’S City Manager.

**(8) Assignment of Personnel**

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

**(9) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as additional insured with coverage from ISO form CG 20 10 or its equivalent. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers
  - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim-made basis.
  - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
  - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
  - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
  - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.

- (d) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

**(10) Indemnification - CONTRACTOR'S Responsibility**

Notwithstanding anything contrary to anything contained in the Agreement CONTRACTOR agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold CONTRACTOR harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct.. For any third-party losses where CONTRACTOR's actions while on site are the sole and direct

cause of aforesaid loss vs equipment or monitoring failure, CONTRACTOR has the duty to defend as set forth in Section 2778 of the California Civil Code.

**(11) Licenses**

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**(12) Business Licenses**

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

**(13) Termination**

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

**(14) Funding**

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

**(15) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal



service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop  
City Clerk  
390 Towne Centre  
Lathrop, CA 95330

Copy to: Lathrop Police Department  
Chief of Police  
940 River Islands Parkway  
Lathrop, CA 95330

MAIN: (209) 647-6400  
FAX: (209) 647-6428

To Contractor: CONTRACTOR  
ADDRESS  
ADDRESS  
PHONE

**(16) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the

Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to

the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) Notice to Proceed**

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

**(18) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall ensure the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ATTACHMENT 3 – SAMPLE SERVICE CONTRACT

Approved as to Form: City of Lathrop  
City Attorney

\_\_\_\_\_  
Salvador Navarrete Date

Recommended for Approval: City of Lathrop  
Chief of Police

\_\_\_\_\_  
Stephen Sealy Date

Approved By: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore Date  
City Manager

CONTRACTOR: CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CONTRACTOR ADDRESS  
Fed ID # \_\_\_\_\_  
Business License # \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Name and Title)