

RESOLUTION NO. 2011-370

Adopted by the Sacramento City Council

June 21, 2011

AWARDING A CONTRACT FOR THE PURCHASE OF LIGHT EMITTING DIODE (LED) LIGHTING FIXTURES

- A. On May 22, 2009, City Council adopted Resolution No. 2009-319 authorizing the acceptance and execution of a 2009 Federal Energy Efficiency and Conservation Block Grant with the US Department of Energy in the amount of \$4.7 million. A portion of that funding was programmed for energy efficiency improvements in City facilities. This contract award makes use of that funding to purchase LED lighting fixtures to increase energy efficiency and improve visibility for parking customers in the City Hall, Tower Bridge, and Capitol parking garages.
- B. On March 23, 2011 Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B11131061013 for LED lighting fixtures. Four bids were received. The lowest responsive and responsible bidder was determined to be Blue Eagle Enterprises.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Blue Eagle Enterprises is awarded a contract for the purchase of LED lighting fixtures for the City Hall, Tower Bridge, and Capitol parking garages in a total amount not to exceed \$477,670.
- Section 2. The Interim City Manager or the Interim City Manager's designee is authorized to execute the contract specified above.

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Exhibit A: Contract with Blue Eagle Enterprises

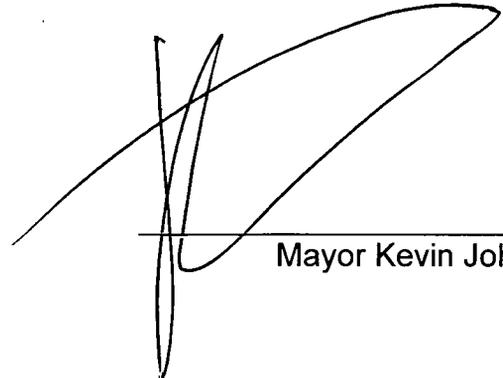
Adopted by the City of Sacramento City Council on June 21, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Mayor Kevin Johnson

Attest:

A handwritten signature in black ink, appearing to read 'Shirley Concolino', written in a cursive style.

Shirley Concolino, City Clerk



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting: June 21

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Commodity	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$ 477,869. ¹⁵		Original Doc Number:
Other Party: BLUE EAGLE ENTERPRISES		Certified Copies of Document::
Project Name: PARKING GARAGE LED LIGHTING FIXTURES	Deed: <input type="checkbox"/> None	<input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B11131061001	E/SBE-DBE-M/WBE: YES

Department Information

Department: General Services Division: Procurement Services
 Project Mgr: Sonny Eboigbe Supervisor: Craig Lymus
 Contract Services: Date: 6.21.11 Division Mgr: Craig Lymus
 Phone Number: 916.808.7432 Org Number: 13001061
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	6/6/11
Accounting:		
Contract Services:		
Supervisor:	<i>CBJ</i>	6/6/11
Division Manager:	<i>CBJ</i>	6/6/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	6/7/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RYS</i>	6/8/11
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received:	
<small>(City Clerk Stamp Here)</small>	

Blue Eagle Enterprises



CITY OF SACRAMENTO

Department of General Services

Bid Number: B11131061013

Bid Bond Security

- Properly Signed
- Improperly Signed
- Not Included
- Not Required

INVITATION FOR BID

Type of Deposit

- Bid Bond
- Cashier/Certified Check
- Other

And

Initial: VE

Contract Specifications For Supplies

FOR:

CITY HALL GARAGE, CAPITOL GARAGE AND TOWER BRIDGE
GARAGE LED LIGHT FIXTURES

Bids Must Be Received Prior To 2:00 P.M. on April 6, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: Yes
 No

Historic City Hall
915 I Street, Room 201
Sacramento CA 95814
March 29, 2011 at 8:30 to 11:30 AM

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:

(Bidder to complete the following information)

Name of Bidder: Blue Eagle Enterprises

Address: 8880 Col Center Drive, Suite 400

City, State, Zip Code: Sacramento Ca 95826

Phone Number: (916) 361-6044

Email Address: blueeagleenterprises@clearwire.net

CITY OF SACRAMENTO

**Bid No. B11131061013
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SECTION I REQUIREMENTS

A. "NO BID" RESPONSE FORM

**NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to the Procurement Services Division at (916) 808.5747**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.

- We are not interested in doing business with the City of Sacramento, because _____

- Other reasons/comments: _____

- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE):
(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COP OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, April 6, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: [] Required [X] Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ____ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: [X] Not Required [] Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
 Department Name: General Services
 Attention: Sonny Eboigbe
 Email: seboigbe@cityofsacramento.org
 Phone (916) 808-6240

Technical Questions
 Department Name: General Services
 Attention: James Christensen
 Email: jechristensen@cityofsacramento.org
 Phone (916) 808-5863

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

Parking Garage LED Light Fixture

BID NO. B11131061013

21. Acceptable bid format. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Service.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.

24. City of Sacramento Boycott of Arizona-Headquartered Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

Parking Garage LED Light Fixture
SECTION I - REQUIREMENTS

BID NO. B11131061013

C. BID SIGNATURE PAGE

BID NO. B11131061013

FOR SERVICES/SUPPLIES: LED LIGHT FIXTURES

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the Abidder@ or the AContractor@) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Blue Eagle Enterprises
ADDRESS: 8880 Cal Center Drive, Suite 400
PHONE #: 916 361 6044 FAX #: 916 361 6045 E-MAIL: blueeagleenterprises@clearwire.net
STATE TAX I.D. #: KHM28-98-99-97 FED. TAX I.D. #: 20-3702495
City of Sacramento Business Operation Tax Certificate #: 1007882
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) [Signature]
PRINT NAME: Randy A. Stratton
TITLE: DWALN

Parking Garage LED Light Fixture

BID NO. B11131061013

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 4.27.2011

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify:

Contract Not-to-Exceed Amount: \$ 477,669.¹⁵

Award Date: 6-14-2011

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:



City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

**SECTION II
CONTRACT DOCUMENTS**

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

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any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of

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CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

- 11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." MS (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

MS Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." MS (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A.V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements

evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
 - A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

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26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

LED and Fluorescent Light Fixture Specification

SCOPE

This project involves the procurement of light fixtures for three different garages. City Hall Garage (Lot I) located at the corner of 10 & I Street. Capitol Garage (lot H) located at 1015 L street, and Tower Bridge Garage, located at Front Street and Capitol Mall, next to Old Sacramento.

The purpose of this solicitation is to procure LED parking garage fixtures, LED pole mounted parking area fixtures, stairwell fluorescent fixtures, wall mounted fixtures and exit signs as specified in these specifications and shown on the attached drawings. The fixtures that are procured will replace existing fixtures one for one in the exact location of the existing fixtures. The existing light fixtures will be replaced with the new light fixtures to reduce energy consumption and improve the overall lighting of the parking garage.

Installation of the light fixtures is not part of this solicitation.

The submitted light fixtures **must meet the minimum requirements of the specification and the drawings**. In addition they must meet the energy usage levels, and the photometric performance requirements. **Failure to meet all of the requirements will deem the bid non responsive.**

Multiple types of LED fixtures will be procured, including high-low fixtures with **integral occupancy sensors** and LED fixtures with different light output requirements. Occupancy sensors must be an integral part of the light fixture, they cannot be separate, or an add on.

LED fixtures listed as types A-CH, A-C, A-TB, B-CH, B-C, B-TB, C-CH, and C-C, fixtures purchased as part of this project must be on BOTH of the following approved product lists:

Sacramento Municipal Utility District (SMUD) "Approved Product List" Contact Dave Bisbee at SMUD for more information (916) 732-6409.

Energy Technology Assistance Program (ETAP), "Approved Product List" contact Eric Ludovici at Energy Solutions, (510) 482-4420 x 254.

Note: the products must be on both of the approved lists, prior to the close of this bid.

Potential suppliers will be required to visit the site and verify mounting height and parking garage configuration so accurate photometric plans can be prepared. Floor plans in AutoCAD will be available to the potential suppliers.

All light fixtures purchased under this bid must be delivered to the City of Sacramento no later than 8 weeks after the PO has been issued.

ETAP LED Fixture Incentive Qualification Specifications:

To qualify for ETAP incentives, LED products must be:

- a) Listed by the Design Lights Consortium and be capable of a 50% power reduction through dimming,
- or
- b) Meet the ETAP specifications for LED fixtures in Table 1.

Table 1. ETAP performance specification for LED fixtures

Application	Minimum Light Output	Zonal Lumen Density	Minimum Luminaire Efficacy	Allowable CCTs (ANSI C78.377-2008)	Minimum CRI	Minimum LED Lumen Maintenance at 6000hrs	Minimum Luminaire warranty
Outdoor Pole/Arm-Mounted Area and Roadway Luminaires	1,000 L	=100% 0-90°, <10% 80-90°	50 lm/W	<6500K	50	95.80%	50,000 hours and 5-year warranty
Outdoor Pole/Arm-Mounted Decorative Luminaires	1,000 L	95% 0-90°	40 lm/W	<6500K	50	95.80%	50,000 hours and 5-year warranty
Outdoor Wall-Mounted Area Luminaires	300 L	=100% 0-90°, <10% 80-90°	40 lm/W	<6500K	50	95.80%	50,000 hours and 5-year warranty
Parking Garage Luminaires	2,000 L	>=20% 60-70°	56 lm/W	<6500K	50	95.80%	50,000 hours and 5-year warranty

DRIVERS

To qualify for ETAP incentives, LED drivers should have a minimum efficiency of 85%, a power factor (PF) of ≥0.90, and a Total Harmonic Distortion of ≤20%. Product qualifications may be modified at the Program's discretion.

Note:

Requirements listed in other locations, within this specification, that are more stringent than the ETAP requirements shown above, the more stringent requirements shall apply.

1-CITY HALL GARAGE

LIGHT FIXTURES SCHEDULE

TYPE	MANUFACTURER AND MODEL NO.	DESCRIPTION	INPUT WATTS	INPUT VOLTS	LAMP	MOUNTING	REMARKS
A-CH	EMCO LIGHTING ELG-MR-5-70LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	25 LOW 69 HI	MVOLT	LED	SURFACE	HI/LO LEVEL WITH BUILT IN OCCUPANCY SENSOR
B-CH	EMCO LIGHTING ELG-5-70LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	69	MVOLT	LED	SURFACE	
C-CH	EMCO LIGHTING ELG-5-110LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	110	MVOLT	LED	SURFACE	
F-CH	GARDCO 121-CWL-MT-35LA-CW-UNIV-NP	LED WALL MOUNTED SCONCE FULL CUTOFF	37.2	MVOLT	LED	WALL	
G-CH	GARDCO 121-CWL-WT-50LA-CW-UNIV-NP	LED WALL MOUNTED SCONCE FULL CUTOFF	56.6	MVOLT	LED	WALL	
H-CH <i>Quote</i>	BEGA-US <i>EMCO ELG Series</i> 6920LED	LED CEILING MOUNTED	30	MVOLT	LED	CEILING	
S1-CH	EMCO LIGHTING ELA16-X-110LA-CW SINGLE	LED POLE MOUNTED SINGLE	110	MVOLT	LED	18'6" POLE	SSA POLE: MATCH EXISTING BOLT PATTERN.
S2-CH	EMCO LIGHTING ELA16-X-110LA-CW TWIN	LED POLE MOUNTED TWIN	220	MVOLT	LED	18'6" POLE	SSA POLE: MATCH EXISTING BOLT PATTERN.
X-CH	EMERGI-LITE BBSVXN-1-G-D-4X	LED EXIT SIGN SINGLE FACE GREEN NEMA 4X	3.7	MVOLT	LED	UNIVERSAL MOUNT	

1-CITY HALL GARAGE

The light fixtures specified have the following input wattage:

FIXTURE TYPE	FIXTURE WATTAGE	FIXTURE TYPE	FIXTURE WATTAGE
A-CH	25 WATTS LOW MODE 69 WATTS HIGH MODE	H-CH	30 WATTS
B-CH	69 WATTS	S1-CH	110 WATTS
C-CH	110 WATTS	S2-CH	220 WATTS
F-CH	37.2 WATTS	X-CH	3.7 WATTS
G-CH	56.6 WATTS		

LIGHT FIXTURE COUNTS

The following table list fixture types, installed quantities, spare fixtures and the total number of fixtures (of each type) to be purchased as part of this bid.

FIXTURE TYPE	INSTALLED FIXTURE QUANTITY	SPARE FIXTURES	TOTAL FIXTURE QUANTITIES TO BE PURCHASED
A-CH	328	16	344
B-CH	82	4	86
C-CH	5	0	5
F-CH	22	1	23
G-CH	1	0	1
H-CH	17	1	18
S1-CH	4	0	4
S2-CH	4	0	4
X-CH	21	1	22

LIGHT FIXTURE ENERGY CONSUMPTION

This project is an energy saving light fixture replacement project. The installed lighting for the Parking Garage Fixtures shall have a maximum wattage as specified below:

Types A-CH (Hi Mode), B-CH, C-CH, F-CH, G-CH and H-CH **30,225 watts or less.**

Types A-CH (Low Mode), B-CH, C-CH, F-CH, G-CH and H-CH **17433 watts or less.**

Types S1-CH and S2-CH (roof) **1320 watts or less.**

The wattage values are based on actual installed fixture counts, not the number of fixtures being purchased as part of this bid.

1-CITY HALL GARAGE
COMPUTER GENERATED PHOTOMETRIC PLAN

Provide a computer generated photometric analysis of the project. The analysis shall include all parking and drive areas: tunnel level, ground level, 2nd, 3rd, 4th, 5th, 6th and 7th floors, and the roof. For the parking levels include luminarie Types A-CH (Hi Mode / Low Mode), B-CH, C-CH, F-CH, G-CH, and H-CH. For the roof include luminarie Types S1-CH and S2-CH.

Mask the areas between ramps as required. On the roof, include the incline of the ramps, so the varying height of the fixtures, above the ramp, can be accurately represented.

Provide horizontal illuminance measurements (in footcandles) at grade. Spacing between points shall be 10'.

Use a Light Loss Factor (LLF) of 0.85. Use reflectance values of 50/30/20.

Use a mounting height of 9'6" for the ground level to level 7. Refer to the drawings for the required mounting heights on the roof. Adjust the heights for the ramps on the roof to match actual conditions.

The photometric reports must use only the fixtures shown in the locations on the plans. This is a retrofit project; the light fixture locations are fixed and cannot be changed to improve the outcome of the photometric report.

Up to a maximum of three minimum values can be eliminated (on each level) from the photometric results if the lower values cause the ratios to not be representative of the remainder of the garage level. This will ensure that the overall photometric is representative of the installed lighting. **The values must be located along the perimeter of the garage. No interior values can be eliminated.**

Provide calculations with all fixtures in the high mode, and separate calculations with dual level fixtures in the low mode.

The following values are in footcandles

Location	Ave (1)	Min (2)	Ave/Min (3)	Max/Min (3)
Lower Level and Floors 2, 3, 4 and 5 Hi-Mode	6.0	3.0	3:1	8:1
Lower Level and Floors 2, 3, 4 and 5 Low Mode	3.0	1.5	3:1	8:1
Roof	1.5	1.0	3:1	10:1

- (1) Average shall be as shown in the table or higher.
- (2) Minimum values shall be as shown in the table or higher.
- (3) Ratio shall be as shown in the table or better (lower).

2-CAPITOL GARAGE

LIGHT FIXTURES SCHEDULE

TYPE	MANUFACTURER AND MODEL NO.	DESCRIPTION	INPUT WATTS	INPUT VOLTS	LAMP	MOUNTING	REMARKS
A-C	EMCO LIGHTING ELG-MR-5-70LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	25 LOW 69 HI	MVOLT	LED	SURFACE	HI/LO LEVEL WITH BUILT IN OCCUPANCY SENSOR
B-C	EMCO LIGHTING ELG-5-70LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	69	MVOLT	LED	SURFACE	
C-C	EMCO LIGHTING ELG-5-110LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	110	MVOLT	LED	SURFACE	
F-C	GARDCO 121-CWL-MT-35LA-CW-UNIV-NP	LED WALL MOUNTED SCONCE FULL CUTOFF	37.2	MVOLT	LED	WALL	
H-C	<i>QUOTE EMCO</i> BEGA-US EMCO ELG5 SERIES 6920LED	LED CEILING MOUNTED	30	MVOLT	LED	CEILING	
S-C	EMCO LIGHTING ELA21-X-210LA-CW-UNV-NP-PTFX	LED POLE MOUNTED SINGLE	210	MVOLT	LED	EXISTING POLE	VERIFY AND MATCH POLE TOP TENON DIAMETER
X-C	EMERGI-LITE BBSVXN-1-G-D-4X	LED EXIT SIGN SINGLE FACE GREEN NEMA 4X	3.7	MVOLT	LED	UNIVERSAL MOUNT	

2-CAPITOL GARAGE

The light fixtures specified have the following input wattage:

FIXTURE TYPE	FIXTURE WATTAGE	FIXTURE TYPE	FIXTURE WATTAGE
A-C	25 WATTS LOW MODE 69 WATTS HIGH MODE	H-C	30 WATTS
B-C	69 WATTS	S-C	210 WATTS
C-C	110 WATTS	X-C	3.7 WATTS
F-C	37.2 WATTS		

LIGHT FIXTURE COUNTS

The following table list fixture types, installed quantities, spare fixtures and the total number of fixtures (of each type) to be purchased as part of this bid.

FIXTURE TYPE	INSTALLED FIXTURE QUANTITY	SPARE FIXTURES	TOTAL FIXTURE QUANTITIES TO BE PURCHASED
A-C	209	10	219
B-C	38	2	40
C-C	3	0	3
F-C	2	0	2
H-C	6	0	6
S-C	10	1	11
X-C	20	1	21

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LIGHT FIXTURE ENERGY CONSUMPTION

This project is an energy saving light fixture replacement project. The installed lighting for the Parking Garage Fixtures shall have a maximum wattage as specified below:

Types A-C (Hi Mode), B-C, C-C, D-C, and H-C **17,645 watts or less.**

Types A-C (Low Mode), B-C, C-C, D-C, and H-C **9,494 watts or less.**

Types S1-CH and S2-CH (roof) **2,100 watts or less.**

The wattage values are based on actual installed fixture counts, not the number of fixtures being purchased as part of this bid.

2-CAPITOL GARAGE

COMPUTER GENERATED PHOTOMETRIC PLAN

Provide a computer generated photometric analysis of the project. The analysis shall include all parking and drive areas: lower level, 2nd, 3rd, 4th, 5th, 6th, floors and the roof. For the parking levels include luminarie Types A-C (Hi Mode / Low Mode), B-C, C-C, and H-CH. For the roof include luminair Type S-C.

Mask the areas between ramps as required. On the roof, include the incline of the ramps, so the varying height of the fixtures, above the ramp, can be accurately represented.

Provide horizontal illuminance measurements (in footcandles) at grade. Spacing between points shall be 10'.

Use a Light Loss Factor (LLF) of 0.85. Use reflectance values of 50/30/20.

Use a mounting height of 9'6" for the lower level to level 6. Refer to the drawings for the required mounting heights on the roof. Adjust the heights for the ramps on the roof to match actual conditions.

The photometric reports must use only the fixtures shown in the locations on the plans. This is a retrofit project; the light fixture locations are fixed and cannot be changed to improve the outcome of the photometric report.

Up to a maximum of three minimum values can be eliminated (on each level) from the photometric results if the lower values cause the ratios to not be representative of the remainder of the garage level. This will ensure that the overall photometric is representative of the installed lighting. **The values must be located along the perimeter of the garage. No interior values can be eliminated.**

Provide calculations with all fixtures in the high mode, and separate calculations with dual level fixtures in the low mode.

The following values are in footcandles

Location	Ave (1)	Min (2)	Ave/Min (3)	Max/Min (3)
Lower Level and Floors 2, 3, 4 and 5 Hi-Mode	6.0	3.0	3:1	8:1
Lower Level and Floors 2, 3, 4 and 5 Low Mode	3.0	1.5	3:1	8:1
Roof	1.5	1.0	3:1	10:1

- (1) Average shall be as shown in the table or higher.
- (2) Minimum values shall be as shown in the table or higher.
- (3) Ratio shall be as shown in the table or better (lower).

Parking Garage LED Light Fixture

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3-TOWER GARAGE

LIGHT FIXTURES SCHEDULE

TYPE	MANUFACTURER AND MODEL NO.	DESCRIPTION	INPUT WATTS	INPUT VOLTS	LAMP	MOUNTING	REMARKS
A-TB	EMCO LIGHTING ELG-MR-5-70LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	25 LOW 69 HI	MVOLT	LED	SURFACE	HI/LO LEVEL WITH BUILT IN OCCUPANCY SENSOR
B-TB	EMCO LIGHTING ELG-5-70LA-CW-UNIV-NP	LED PARKING GARAGE FIXTURE	69	MVOLT	LED	SURFACE	
H-TB <i>Q vote</i>	BEGA-US <i>EMCO EL65 SERIES</i> 6920LED	LED CEILING MOUNTED	30	MVOLT	LED	CEILING	
J-TB	DAY-BRITE FSN-24W-L-U-MHP-NP	LED FLOOD LIGHT	24	MVOLT	LED	½" NPT TO JUNCTION BOX COVER	
S3-TB	EMCO LIGHTING ELA21-X-210LA-CW-UNV-NP-PTFX	LED POLE MOUNTED SINGLE	210	MVOLT	LED	EXISTING POLE	VERIFY AND MATCH POLE TOP TENON DIAMETER
X-TB	EMERGI-LITE BBSVXN-1-G-D-4X	LED EXIT SIGN SINGLE FACE GREEN NEMA 4X	3.7	MVOLT	LED	UNIVERSAL MOUNT	

3-TOWER GARAGE

The light fixtures specified have the following input wattage:

FIXTURE TYPE	FIXTURE WATTAGE	FIXTURE TYPE	FIXTURE WATTAGE
A-TB	25 WATTS LOW MODE 69 WATTS HIGH MODE	J-TB	24 WATTS
B-TB	69 WATTS	S3-TB	210 WATTS
H-TB	30 WATTS	X-TB	3.7 WATTS

LIGHT FIXTURE COUNTS

The following table list fixture types, installed quantities, spare fixtures and the total number of fixtures (of each type) to be purchased as part of this bid.

FIXTURE TYPE	INSTALLED FIXTURE QUANTITY	SPARE FIXTURES	TOTAL FIXTURE QUANTITIES TO BE PURCHASED
A-TB	111	6	117
B-TB	20	1	21
H-TB	10	1	11
J-TB	4	0	4
S3-TB	4	0	4
X-TB	11	1	12

LIGHT FIXTURE ENERGY CONSUMPTION

This project is an energy saving light fixture replacement project. The installed lighting for the Parking Garage Fixtures shall have a maximum wattage as specified below:

Types A-TB (Hi Mode) and B-TB **9,039 watts or less.**

Types A-TB (Low Mode) and B-TB **4,710 watts or less.**

Type S3-TB **840 watts or less.**

The wattage values are based on actual installed fixture counts, not the number of fixtures being purchased as part of this bid.

3-TOWER GARAGE

COMPUTER GENERATED PHOTOMETRIC PLAN

Provide a computer generated photometric analysis of the project. The analysis shall include all parking and drive areas: lower level, 2nd, 3rd, 4th, 5th, 6th floors and the roof. Include luminarie types A-TB, and B-TB. For the roof include fixture type S3-TB.

Mask the areas between ramps as required. On the roof, include the incline of the ramps, so the varying height of the fixtures, above the ramp, can be accurately represented.

Provide horizontal illuminance measurements (in footcandles) at grade. Spacing between points shall be 10'.

Use a Light Loss Factor (LLF) of 0.85. Use reflectance values of 50/30/20.

Use a mounting height of 9'6" for the lower level to level 5. to the drawings for the required mounting heights on the roof. Adjust the heights for the ramps on the roof to match actual conditions.

The photometric reports must use only the fixtures shown in the locations on the plans. This is a retrofit project; the light fixture locations are fixed and cannot be changed to improve the outcome of the photometric report.

Up to a maximum of three minimum values can be eliminated (on each level) from the photometric results if the lower values cause the ratios to not be representative of the remainder of the garage level. This will ensure that the overall photometric is representative of the installed lighting. **The values must be located along the perimeter of the garage. No interior values can be eliminated.**

Provide calculations with all fixtures in the high mode, and separate calculations with dual level fixtures in the low mode.

The following values are in footcandles

Location	Ave (1)	Min (2)	Ave/Min (3)	Max/Min (3)
Lower Level and Floors 2, 3, 4 and 5 Hi-Mode	6.0	3.0	3:1	8:1
Lower Level and Floors 2, 3, 4 and 5 Low Mode	3.0	1.5	3:1	8:1
Roof	1.5	1.0	3:1	10:1

- (1) Average shall be as shown in the table or higher.
- (2) Minimum values shall be as shown in the table or higher.
- (3) Ratio shall be as shown in the table or better (lower).

PRODUCT DATA

MANUFACTURERS

Manufacturers of each type of product shall have been in business manufacturing the type of product provided for at least the last three consecutive years.

Manufacturers shall be as specified here within or an approved equal where indicated.

MATERIALS

All material and equipment used shall be new and free of manufacturing defects.

PRODUCTS

Refer to the lighting fixture schedule for manufacturer, model number and descriptions of each type of Luminaire. Where the model number and description do not match, the description shall take precedence.

FLUORESCENT FIXTURES

T8 fluorescent lamps shall be "super T8"; GE, F32T8/XL/SPX50/HL/ECO, extended performance fluorescent lamp, 5000k color temperature, rare earth phosphor, 80 CRI, suitable for IS or PS operation, or approved equal.

T8 fluorescent ballast shall be GE UltraMax Instant Start Multi Voltage 120-277V High-Efficiency. Model Number: GE232MAX-L/ULTRA, with a low ballast factor of 0.77 and a THD less than 10%, 46 input watts for a 2-lamp ballast. Change ballast to drive number of lamps as required.

LED FIXTURES

LED Light fixtures shall be as specified in the light fixture schedule or an equal approved by the City of Sacramento, which conforms to the drawings and specifications.

Light Distribution – Photometric data per IESNA LM-79-08 and formatted per IESNA LM-63-02 as a .ies file. IESNA LM-79-08 testing to be conducted by an independent Department of Energy (DOE) approved photometric testing laboratory. Luminaire must be IDA approved. Photometric data that is derived and/or scaled from IESNA LM-79-08 independent testing of a different luminaire configuration from that being considered, must be accompanied by the original photometric file referenced for correlation. Explanation of correlation methods to be provided upon request.

Lumen Maintenance - Luminaire lumen depreciation data derived from Luminaire in-situ temperature measurement testing (i.e. LED chip package temperature (T_s) measurement obtained with the LED chip package operating in given luminaire and in a given stabilized ambient environment) under UL1598 environments and directly correlated to LED package manufacturers IESNA LM-80-08 data.

Lumen Depreciation Performance Data – Provide LED Luminaire Lumen Depreciation Data sets created using correlated in-situ luminaire test methods (i.e. LED chip package temperature (T_s) measurement obtained with the LED chip package operating in given luminaire and in a given stabilized ambient environment. The T_s temperature is correlated directly to the LED chip package manufacturer's LM-80 data to form data sets predicting luminaire lumen depreciation for various

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luminaire average ambient operating conditions.) for 25,000, 50,000 and 100,000 hour operating durations and for average luminaire operating ambient conditions as follows: 5°C, 10°C, 15°C, 20°C, 25°C.

LED Life Rating (L_{70}) – Defined as time of operation (in hours) to 30% lumen depreciation (i.e. 70% lumen maintenance), derived from Luminaire in-situ temperature measurement testing (i.e. LED chip package temperature (T_s) measurement obtained with the LED chip package operating in given luminaire and in a given stabilized ambient environment) under UL1598 environments and directly correlated to LED package manufacturers IESNA LM-80-08 data.

Luminaire Operating Ambient Range – $(-40^{\circ}\text{C} - +40^{\circ}\text{C})^2$

Mechanical – Luminaire housing components to be low copper aluminum, with high performance heat sink(s) designed specifically for LED luminaires. No active cooling features (Fans, etc.). Luminaire configuration must allow for modular upgradability and/or field repair of all electrical components (i.e. LED modules, Driver(s), etc.).

Factory installed options

Internal Fusing

Backlight Cut-Off Shielding Optional

Occupancy Sensor control of mA output as shown on drawings

Finish – Finish includes cleaning and preparing metal surface, electro-deposited epoxy primer and baked-on ultra-durable powder coat. Salt fog test data to validate corrosion resistance performance to be provided in accordance with the ASTM B 117 standard @ $\geq 5,000$ hours.

Correlated Color Temperature (CCT) and Color Rendering Index (CRI)

CCT = 6000K \pm 500K, CRI \geq 70

Electrical Safety - Wet listed in the US and Canada, ENEC, CE, ROHS and EMI. Class 1 rated.

Internal surge protection – $\geq 9\text{kV}$.

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Driver Specification:

Electronic

Input Voltage range 120-277 ±10%

Output Current 0.35 A dc (+/- 5%)

Input Frequency 50/60 Hz

Power Factor >90% at full load

THD <20% at full load

Load regulation: +/- 1% from no load to full load

Output ripple <10%

Output should be isolated

Case temperature: rated for -40°C through +80°C

Overheat protection, self-limited short circuit protection and overload protected

Primary fused

Driver Life Rating - less than 0.5% failure rate at 150,000 operating hours (@ full rated power and a minimum fixture operating ambient of 22°C)³

Predicted L₇₀ Limits (@ 25°C luminaire ambient operating environment) as follows:

LED Fixtures:

Type A-CH, A-C, A-TB:	(Low Mode) Greater than 100,000 hours
Type A-CH, A-C, A-TB:	(High Mode) Greater than 100,000 hours
Type B-CH, B-C, B-TB:	Greater than 100,000 hours
Type C-CH, C-C:	Greater than 75,000 hours
Type F-C	Greater than 100,000 hours
Type G-CH	Greater than 100,000 hours
Type H-CH, H-C, H-TB	Greater than 100,000 hours
Type J-TB	Greater than 50,000 hours
Type S-C	Greater than 75,000 hours
Type S1-CH	Greater than 75,000 hours
Type S2-CH	Greater than 75,000 hours
Type S3-TB	Greater than 75,000 hours

Submitted fixtures shall be equal to or greater than the listed L₇₀ hours.

SUBMITTALS

The following specification sheets, reports, and calculations shall be submitted with the sealed bid at bid closing.

Provide all of the required data in PDF format on a CD.

Provide a separate subdirectory for each garage. Provide separate files for each product in each subdirectory as required.

REQUIRED SUBMITTALS

Letter from each manufacturer stating that the products comply with the buy American stipulation of the American Recovery and Reinvestment Act of 2009 (ARRAP).

Specification sheets for each type of fixture.

Computer generated photometric analysis for the project as defined in these specifications.

LED Product data:

Provide the following data for each different type of LED Fixture:

- 1) Physical description of the luminaire, including dimensions.
- 2) Correlated Color Temperature (CCT) of light sources with Duv values.
- 3) Initial lumen output of luminaire and ambient temperature and drive current at which the lumens are rated.
- 4) Luminaire efficacy.
- 5) Color-Rendering Index (CRI) of light source.
- 6) Independent Luminaire Flux and Color Quality Test per IES LM-79, including **laboratory name, report number**, date, luminaire catalog number, luminaire, and light source specifications.
- 7) Independent Luminaire photometric reports per IES LM-79, including **laboratory name, report number**, date, luminaire catalog number, luminaire, and light source specifications.
- 8) Luminaire lumen depreciation data derived from Luminaire in-situ temperature measurement testing (i.e. LED chip package temperature (T_s) measurement obtained with the LED chip package operating in given luminaire and in a given stabilized ambient environment) under UL1598 environments and directly correlated to LED package manufacturers IESNA LM-80-08 data.
- 9) LED L70 Life Rating.
- 10) Driver information, including efficiency, catalog code, input watts, and device reliability. Device reliability shall be calculated per MIL-HDBK-21F(2) using Mean Time Before Failures (MTBF) as metric including load condition and temperature under which (MTBF) was calculated.

BUY AMERICAN

All products must comply with the buy American stipulation of the American Recovery and Reinvestment Act of 2009 (ARRAP).

QUALITY ASSURANCE

All equipment must bear UL, CSA, ETRL or other City of Sacramento accepted listing agency or testing agency label.

The City may request a sample fixture from the bidder. The City can request a sample of any or all of the submitted fixtures. The fixture(s) will be reviewed to ensure they meet the requirements of the specifications. Sample fixture(s) will be returned after inspection. **The prospective bidder must provide a sample within seven business days from when the request is made. Failure to provide a sample in the allotted time will deem the bid non responsive.**

Upon request, the prospective bidder shall provide independently tested IES files from a nationally recognized testing lab (ITL, LSI, BTL) of the fixtures to the City of Sacramento so a third party photometric analysis can be done.

LED WARRANTY:

1. Provide a comprehensive written 10 year warranty for luminaire finish. Finish warranty shall include warranty against failure or substantial deterioration such as cracking, peeling, or excessive fading.
2. Provide a written five year replacement material warranty for defective or non-starting LED source assemblies.
3. Provide a written five year replacement material warranty on driver.

¹ A 15°C ambient condition conservatively represents the nighttime average ambient conditions for the majority of the US.

² Active thermal monitoring and control circuitry will reduce drive current to protect the LED system components from exposure to elevated ambient conditions, above the rated luminaires ambient operating temperature limit.

³ Represented by accelerated life testing and electronic industry accepted component modeling Lighting Control

Occupancy Sensors shall be as shown on the plans, and be an integral part of the luminaires.

Occupancy sensors shall utilize passive infrared technology.

Occupancy sensors shall have field adjustable light level and time delay features. The light level adjustment shall range from <10FC to >120FC. Time delay shall range from 30 seconds to 30 minutes.

Parking Garage LED Light Fixture

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Section D

Federal Provisions and Requirements

**BUY AMERICAN ISSUES IN THE RECOVERY ACT
FOR FINANCIAL ASSISTANCE AGREEMENTS**

The Office of Management and Budget (OMB) issued interim guidance for financial assistance actions funded by the Recovery Act in March 2009. Public comments on the interim guidance have been received and are currently being analyzed by OMB. The following questions and answers address many issues that are expected to be clarified in OMB's final guidance, and will be updated as needed.

1. What are the Buy American restrictions in the Recovery Act?

The Buy American provision in the Recovery Act (section 1605 of Title XI), directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States.

2. Does the Buy American provision apply to all projects funded by the Recovery Act?

No. The law covers Recovery-Act-funded federal contracts and Recovery-Act-funded state and local public works projects. For recipients of Federal contract awards directly from the Federal government, guidance is provided at FAR Subpart 25.6, as published in the interim rule in 74 Federal Register 14623 on March 31, 2009.

3. How do financial assistance applicants know if the Buy American requirements apply to their project?

Applicants should first read the information regarding Buy American requirements contained in OMB guidance located in Title 2 of the Code of Federal Regulations Part 176 (2 CFR 176) at <http://www.gpoaccess.gov/CFR/>. Then, for further clarification, applicants should consult with the Contracting Officer in the DOE office that is issuing the specific project announcement.

4. What is a public works project?

Public building or public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks,

piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

5. What is a “manufactured good”?

A manufactured good is a good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape; or combined with another raw material to create a material that has different properties than the properties of the individual raw materials. (See 2 CFR 176.140(a)(1)). There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 85.3).

The interim final guidance at 2 CFR part 176 requires that the manufactured good be incorporated into the project. A crane used to lift items to and from the construction site would not be a covered manufactured good while an energy meter that is brought to the site for incorporation into a building would be covered. The parts that go into a meter brought to the construction site for incorporation into the building would be considered components and, therefore, would not be covered.

6. What is an “alteration”?

An alteration is defined as a limited construction project for an existing building that comprises the modification or replacement of one or a number of existing building systems or components. Alteration means remodeling, improving, extending, or making other changes to a facility, exclusive of maintenance repairs that are preventive in nature. The term includes planning, engineering, architectural work, and other similar actions.

7. Does Buy American apply to privately owned improvements to public buildings and works?

The question to answer is who owns the project, not who is doing the work. If a state/local government entity “owns” the building/work project, it is a public building/work that would be subject to Sec. 1605 (unless exempted). The interim rule applies Sec. 1605 to any building/work that is constructed, altered, repaired, or maintained with Recovery Act funds without regard to title.

8. Is it true that non-manufactured construction materials are not Buy American Act covered?

Correct, they are not covered under Section 1605 of ARRA.

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

YES – Our firm is certified by the City of Sacramento as a small business enterprise.

NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

31862

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.

NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

Parking Garage LED Light Fixture

BID NO. B11131061013

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? Yes; or No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

8880 Cal Center Drive, Suite 400
Sacramento, CA 95826

Specify: fixed office location or distribution point(s): 1 (one)

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 1007882

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 6/8 WEEKS days after receipt of order (ARO).

4. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes or No (Net 30 days)

If Yes, the Payment Discount is .5 % for payment within 21 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

5. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No

If Yes, what percentage discount would you offer the City to be paid through EFT? 1 %

6. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

CA
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Blue Eagle Enterprises

Address: 8880 Cal Center Drive, Suite 400, Sacramento CA 95826

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

Parking Garage LED Light Fixture

BID NO. B11131061013

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.


Signature of Authorized Representative

4-20-11
Date

Randy A. Stratton
Print Name

Durbin
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D: PRICING SCHEDULE (Page 1 of 2)

QTY	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1-City Hall Garage			
344	Light Fixture Type A-CH		
86	Light Fixture Type B-CH		
5	Light Fixture Type C-CH		
23	Light Fixture Type F-CH		
1	Light Fixture Type G-CH		
18	Light Fixture Type H-CH		
4	Light Fixture Type S1-CH		
4	Light Fixture Type S2-CH		
22	Light Fixture Type X-CH		
Subtotal City Hall Garage			\$225,042.00
2-Capitol Garage			
219	Light Fixture Type A-C		
40	Light Fixture Type B-C		
3	Light Fixture Type C-C		
2	Light Fixture Type F-C		
6	Light Fixture Type H-C		
11	Light Fixture Type S-C		
21	Light Fixture Type X-C		
Subtotal Capitol Garage			\$137,663.00
3-Tower Bridge Garage			
117	Light Fixture Type A-TB		
21	Light Fixture Type B-TB		
11	Light Fixture Type H-TB		
4	Light Fixture Type J-TB		
4	Light Fixture Type S3-TB		
12	Light Fixture Type X-TB		
Subtotal Tower Bridge Garage			\$76,531.00
Overall Subtotal:			\$439,236.00
Tax @ 8.75%			38,433.15
Freight Charges			0
Total			\$477,669.15

PER
ALR'S
BILL OF
MATERIAL
SEE
ATTACHED

* USING EXISTING POLES (\$2CH)

** QUOTING 15 FOOT 5" STRAIGHT SQUARE ALUMINUM POLES (SC)
PROVIDING SINGLE HEAD (TYPE SC) FOR SPARE

***QUOTING 15 FOOT 5" STRAIGHT SQUARE ALUMINUM POLES (\$3TB)

ALL "H" FIXTURES QUOTED ARE EMCO ELG5-35LA-CW-UNIVNP

ALL LAMPS ARE INCLUDED

FREIGHT POLICIES AS FOLLOWS:

GAROCO/EMCO FFA @ \$3,000

EMERGILITE FFA @ \$1,500

HAPCO FFA

CITY HALL GARAGE

344	ACH	EMCO	ELGMR-5-70LA-CW-UNIV-NP
86	BCH	EMCO	ELG-5-70LA-CW-UNIV-NP
5	CCH	EMCO	ELG-5-110LA-CW-UNIV-NP
23	FCH	GARD	121-CWL-MT-35LA-CW-UNIV-NP-DL
1	GCH	GARD	121-CWL-WT-50LA-CW-UNIV-NP
18	HCH	GARD	ELG-5-35LA-CW-UNIV-NP
8	S2CH	EMCO	ELA21-2-5-210LA-CW-UNIV-BRP (TWIN)
4	SWCH	GARD	ELA21-W-3-210LA-CW-277-BRP-PC
22	XCH	EMER	BBSVXN-1-G-D-4X

CAPITOL GARAGE

219	AC	EMCO	ELGMR-5-70LA-CW-UNIV-NP
40	BC	EMCO	ELG-5-70LA-CW-UNIV-NP
3	CC	EMCO	ELG-5-110LA-CW-UNIV-NP
2	FC	GARD	121-CWL-MT-35LA-CW-UNIV-NP-DL
6	HC	EMCO	ELG-5-35LA-CW-UNIV-NP
6	SC	EMCO	ELA21-1-5-210LA-CW-UNIV-NP (SINGLE)
6	SC	HAPC	SSA15D5-4-D1 (GARDCO ELA21) -CC
1	SC	EMCO	ELA21-1-5-210LA-CW-UNIV-NP (SPARE FIXTURE)
4	S2C	EMCO	ELA21-1-5-210LA-CW-UNIV-NP (TWIN)
4	S2C	EMCO	ELA21-1-4-210LA-CW-UNIV-NP
4	S2C	HAPC	SSA15D5-4-D2@90 (GARDCO ELA21) -CC
1	SC/S 2C	HAPC	CUSTOM COLOR SET UP
21	XC	EMER	BBSVXN-1-G-D-4X

TOWER BRIDGE GARAGE

117	ATB	EMCO	ELGMR-5-70LA-CW-UNIV-NP
21	BTB	EMCO	ELG-5-70LA-CW-UNIV-NP
11	HTB	EMCO	ELG-5-35LA-CW-UNIV-NP
1	JTB	DAYB	SPECIAL FINISH SET UP
4	JTB	DAYB	FSN24WLU-MHP-NP
4	S3TB	EMCO	ELA21-2-4-210LA-CW-UNIV-BRP (TWIN)
4	S3TB	HAPC	SSA15D5-4-D2@180 (GARDCO ELA21)-CC
1	S3TB	HAPC	CUSTOM COLOR SET UP
12	XTB	EMER	BBSVXN-1-G-D-4X

D: PRICING SCHEDULE (Page 2 of 2)

Required Bid Submission	Yes	No
Meets Wattage Requirements	✓	
Meets L70 Hour Requirements	✓	
Meets Photometric Requirements	✓	
All supporting documentation for these requirements has been submitted.	✓	

Acknowledge receipt of Bid Addenda:

NO EXCEPTIONS TAKEN

Addendum # 1 Date: 4-1-11
 Addendum # 2 Date: 4-11-11
 Addendum # 3 Date: 4-18-11
 Addendum # _____ Date: _____

Projected delivery time from award of contract (Circle applicable): 30 Days 45 Days 60 Days

[Signature]
 Signature of Authorized Representative

4-20-11
 Date

6-8 weeks

Randy A. Stratton
 Print Name
Dwain
 Title

B11131061013: End of Invitation to Bid Forms



DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

5730 24th Street
Building 1
SACRAMENTO, CA 95822

PHONE: 916-808-6240
FAX: 916-808-5747

April 1, 2011.

ADDENDUM NO. 1 TO BID NO. B11131061013

FOR LED LIGHTS FOR CITY HALL, CAPITAL & TOWER BRIDGE GARAGES

1. The Bid due date **HAS BEEN CHANGED TO APRIL 13, 2011**
2. Any modification to the Technical specification will be posted well in advance of the bid due date as Addendum 2. **FURTHER ADDENDA WILL BE POSTED BEFORE BID DUE DATE.**
3. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
4. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
 - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, **may result in rejection of your bid.**
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Vendor's Name: Blue Eagle Enterprises

Signature: 

Typed or Printed Name & Title: Randy A. Stratton - Owner

Date: 4-1-11

Regards


Sonny Eboigbe, C.P.M
Procurement Analyst



DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

5730 24th Street
Building 1
SACRAMENTO, CA 95822

PHONE: 916-808-6240
FAX: 916-808-5747

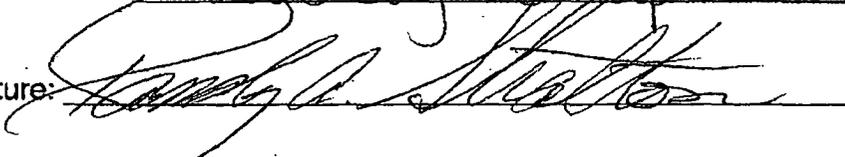
April 11, 2011

ADDENDUM NO. 2 TO BID NO. B11131061013

FOR LED LIGHTS FOR CITY HALL, CAPITAL & TOWER BRIDGE GARAGES

1. The Bid due date **HAS BEEN CHANGED TO APRIL 20, 2011**
2. Any modification to the Technical specification will be posted well in advance of the bid due date as Addendum 2. **FURTHER ADDENDA WILL BE POSTED BEFORE BID DUE DATE.**
3. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
4. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
 - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, **may result in rejection of your bid.**
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Vendor's Name: Blue Eagle Enterprises

Signature: 

Typed or Printed Name & Title: Randy A. Shotton, Owner

Date: 4-12-11

Regards,

Sonny Eboigbe, C.P.M
Procurement Analyst



DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

5730 24th Street
Building 1
SACRAMENTO, CA 95822

PHONE: 916-808-6240
FAX: 916-808-5747

April 18, 2011

ADDENDUM NO. 3 TO BID NO. B11131061013

FOR CITY HALL, CAPITAL & TOWER BRIDGE GARAGES

1. The Bid due date **CHANGED to April 27, 2011**
2. **The items attached replace or alters some of the requirements in the specifications. The items in this addendum take precedence over the items listed in the bid specifications. (Total addendum contains 5 pages)**
3. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
4. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
 - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Vendor's Name: Blue Eagle Enterprises

Signature: 

Typed or Printed Name & Title: DWEN - Randy A. Statton

Date: 4-18-11

Regards,


Sonny Eboigbe, C.P.M
Procurement Analyst

Bid Addendum #3

The items listed below replace or alter some of the requirements in the specifications. These items in this bid addendum take precedence over the items listed in the bid specifications.

City Hall Garage

Item #1 The existing poles on the roof will be reused. The new LED light fixtures will be attached to the existing poles. Provide all necessary mounting hardware.

Item #2 The pole mounted fixtures located on the roof, can be twin heads if required to meet foot-candle levels. Fixture color to match existing pole.

Item #3 Fixture type S1-CH has been deleted. Fixture type S2-CH is now a twin head with (2) 210 watt heads. Maximum total wattage for S2-CH (roof) is 3700 watts.

Item #4 Add (4) wall mounted fixtures that will be located on the exterior garage wall, illuminating the alleyway. Fixtures to be ELA21-W-3-210LA-CW-UNIV-BRP-PC or approved equal.

Item #5 The required footcandle levels have been changed. The table below replaces the table in the bid document. All values are in footcandles.

Location	Ave (1)	Min (2)	Ave/Min (3)	Max/Min (3)	Max Points Eliminated
Ground Floor Hi-Mode	2.8	1.8	6:1	13:1	3
2 nd Floor Hi-Mode	2.8	1.8	4:1	13:1	3
Tunnel, 3-7 th Floors Hi-Mode	2.8	1.8	4:1	8:1	3
Ground Floor Low-Mode	2.4	0.9	13:1	30:1	4
Tunnel, 2-7 th Floors Low-Mode	2.4	0.9	5:1	9:1	4
Roof	1.5	1.0	3:1	10:1	6

Capitol Garage

Item #6 Provide new poles for the light fixtures located on the roof. The existing poles will not be reused. Poles to be located in the same location as the existing poles, and they must also be compatible with the existing bolt pattern. Poles to be 15', SSA, Square, Straight Aluminum.

Item #7 If required to meet the new footcandle levels, all new roof mounted fixtures can be twin heads. Fixture color to be NP.

Item #8 Fixture type S-C is now a twin head with (2) 210 watt heads. Maximum total wattage for S-C (roof) is 4600 watts.

Item #9 The required footcandle levels have been changed. The table below replaces the table in the bid document. All values are in footcandles.

Location	Ave (1)	Min (2)	Ave/Min (3)	Max/Min (3)	Max Points Eliminated
Lower Level-5 th Floor Hi-Mode	2.8	1.5	4:1	10:1	8
Lower Level Low-Mode	1.8	0.8	5:1	18:1	11
Lower Level-5 th Floor Low-Mode	1.8	0.8	5:1	13:1	11
Roof	1.5	0.8	4.5:1	10:1	4

Tower Garage

Item #10 Provide new poles for the light fixtures located on the roof. The existing poles will not be reused. Poles to be located in the same location as the existing poles, and they must also be compatible with the existing bolt pattern. Poles to be 15", SSA, Square, Straight Aluminum.

Item #11 If required to meet the new footcandle levels, all new roof mounted fixtures can be twin heads. Fixture color to be BRP.

Item #12 Fixture type S-TB is now a twin head with (2) 210 watt heads. Maximum total wattage for S-TB (roof) is 1900 watts.

Item #13 The required footcandle levels have been changed. The table below replaces the table in the bid document. All values are in footcandles.

Location	Ave (1)	Min (2)	Ave/Min (3)	Max/Min (3)	Max Points Eliminated
Lower Level-6 th Floor Hi-Mode	2.6	1.3	3.5:1	8:1	6
Lower Level & 2 nd Floor Low-Mode	1.4	0.8	5:1	18:1	8
3-6 th Floor Low-Mode	1.4	0.8	5:1	8:1	8
Roof	1.5	0.8	4:1	15:1	10

**END of Addendum #3
BID NO. B11131061013**

Sonny Eboigbe

From: Deb Patterson
Sent: Monday, May 09, 2011 10:53 AM
To: Sonny Eboigbe
Cc: Travis Garner
Subject: Confirming the No Insurance Needed Policy of Delivery of Goods by Common Carrier

Good morning. This is to confirm that if a vendor/contractor is having goods delivered to the City by common carrier (like your LED lights), there is no insurance required.

Cheers, Deb

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

1007882

1007882

Business Name BLUE EAGLE ENTERPRISES
Business Address 8880 CAL CENTER DR 400
Owner RANDY STRATTON
Type of Business TELECOM & ELECTRICAL
Tax Classification 401

FROM TO
Mo. Day Yr. Mo. Day Yr.
04/01/2011 03/31/2012
Expires

TOTAL
PAID: \$30.00

BLUE EAGLE ENTERPRISES
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SACRAMENTO, CA 95826-3267

CITY OF SACRAMENTO

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Randy Stratton
6.6.2011