



City of Sacramento City Council

3

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 6/12/2012

Report Type: Consent

Title: Contract: Wastewater Rodder Equipment and Parts

Report ID: 2012-00457

Location: Citywide

Recommendation: Pass a Motion 1) awarding a contract for the purchase of wastewater rodder maintenance parts and equipment, with a contract term of one year and up to two one year extensions, to Municipal Maintenance Equipment, Inc., for an amount not to exceed \$220,206.51 for the maximum 3 year term, and 2) authorizing the City Manager or the City Manager's designee to approve the one year term extensions provided that funding is available for this purpose in the approved budget for the applicable fiscal year.

Contact: Rob Jack, Wastewater Superintendent, (916) 808-4022; Ken Swartz, Stores Administrator, 808-6276 - Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Field Services Administration

Dept ID: 14001451

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Attachment-IFB Eval Form
- 4-Bid Municipal Maintenance Equipment

City Attorney Review

Approved as to Form
Joe Robinson
6/7/2012 1:32:38 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
5/30/2012 4:04:44 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 6/7/2012 9:16:04 AM

Description/Analysis

Issue: The Department of Utilities, Field Services Division, has an ongoing need to purchase wastewater rodder maintenance parts and equipment for its inventory to ensure continuation of services to its customers.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 that provides for the award of competitively bid supply contracts to the lowest responsible bidder.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Environmental Services Manager has determined that the proposed project is exempt from CQEA under Section Number 15302(c) of the CEQA Guidelines. Exemption 15302(c) consists of replacement of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.

Sustainability: The wastewater rodder maintenance parts and equipment purchased under this contract comply with Section 8 of the City’s Sustainability Master Plan to continue to reduce sanitary sewer overflows.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The Department of Utilities has a need to purchase wastewater rodder maintenance parts and equipment to ensure continuation of services to its customers.

In April 2012, Field Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid No.B123351018 for the purchase of wastewater rodder maintenance parts and equipment. The contract term defined in the Invitation for Bid was one year, with up to two one year extensions, for a maximum contract term of three years. Two responses were received. The lowest responsive and responsible bidder was Municipal Maintenance Equipment. The Bid Results are provided on Attachment 1.

Financial Considerations: Sufficient funding is available in the Department of Utilities FY2012/13 proposed operating budget for the purchase of wastewater rodder maintenance parts and equipment, through June 30, 2013. Approval of the contract is pending adoption of the FY2012/13 proposed budget. Purchases after June 30, 2013 are subject to funding availability in the adopted budget of the applicable fiscal year. The estimated annual amounts for three years are as follows:

Year 1	Year 2	Year 3	Total Amount
\$73,402.17	\$73,402.17	\$73,402.17	\$220,206.51

Emerging Small Business Development (ESBD): Municipal Maintenance Equipment, Inc. is not certified with the City of Sacramento as an Emerging Small Business Enterprise (ESBE).

Background

The City of Sacramento provides wastewater service to residents, businesses, and industries within the City. This service consists of performing preventative maintenance as well as clearing main and lateral lines of blockage. Obstructions are often cleared through the use of rodding equipment. The Department of Utilities has an ongoing need to purchase wastewater rodder maintenance parts and equipment for its inventory to ensure continuation of service to its customers.

In April 2012, Field Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid No.B123351018 for the purchase of wastewater rodder maintenance parts and equipment. The contract term defined in the Invitation for Bid was one year, with up to two one year extensions, for a maximum contract term of three years. Bids were opened April 25, 2012. The lowest responsive and responsible bidder was Municipal Maintenance Equipment, Inc..



Requisition Information		Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5
Date:	5/2/2012	Municipal Maintenance Equip.	WECO, Industries, LLC			
Org. Name:	Wastewater Collection	2360 Harvard Street	630 Eubanks Court, # K	Quote Number	Quote Number	Quote Number
Req. No.:		Sacramento, CA 95815	Vacaville, CA 95688			
Org. No.:	14001421/14001431	Phone (916)-922-1101	Phone 800-677-6661	Phone	Phone	Phone
Contact:	Ken Swartz	Bid # B123351018	Bid # B123351018			
Phone:	(916)-808-6276	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person
		Rob Cross	Tom Johnson			

PRICING SECTION

QTY	Item Description	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Bid	Wastewater Rodder Parts & Equip	-	\$ 204,367.99	\$ -	\$ 210,476.90	\$ -		\$ -		\$ -	
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-

BID EVALUATION SECTION

Line 1	Materials Sub-total	\$	204,367.99	\$	210,476.90					\$	-
Line 2	Non-taxable amount: Frt, Labor, Warranty costs		-		-		-		-		-
Line 3	* Enter Prompt-Pay Disc% (Lines 1 + 2 x Disc%)				-		-		-		-
Line 4	** E/SBE Pref. Deduct (Lines 1 + 2 x 5%)		0		0		0		0		0
Line 5	*** City Sales Tax Deduction (Line 1 x 1%)		2,043.68		0		0		0		0
Line 6	Sales Tax (Line 1 x 7.75%)		15,838.52		16,311.96		-		-		-
Line 7	BID EVALUATION TOTAL (Total Lines 1 thru 6)	\$	218,162.83	\$	226,788.86	\$	-	\$	-	\$	-
Line 8	ACTUAL BID TOTAL (Add lines 1, 2, 6)	\$	220,206.51	\$	226,788.86	\$	-	\$	-	\$	-

BIDDER INFORMATION SECTION

Notes/Comments	Payment Terms *:				
Both Companies provided 5% increases for subsequent years.	Net 30 Days	Net 30 Days			
	F.O.B. Point:				
	Destination	Destination			
	Delivery Date:				

* Include prompt-payment discount (on Line 3) ONLY IF PAYMENT TERMS ARE TWENTY (20) DAYS OR MORE (e.g., 2% - 20 days).

(Rev. 2/26/10)

** Include a 5% preference (on Line 4) ONLY IF BUSINESS IS CITY OR STATE CERTIFIED AS AN E/SBE AT THE TIME OF BID OPENING.

*** Include the one-percent (1%) City Sales Tax Preference (on Line 5) ONLY IF THE BUSINESS IS LOCATED WITHIN SACRAMENTO CITY LIMITS.

Municipal Maintenance Equip



CITY OF SACRAMENTO

FIELD SERVICES DIVISION

Bid Number: B123351018

INVITATION FOR BID And Contract Specifications

FOR: Wastewater Rodder Equipment and Parts

Bids Must Be Received Prior To 2:00 P.M. on April 25, 2012

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

Pre-Bid Conference: **Not Applicable**
Mandatory: [] Yes
 [X] No

Bid Bond Security
 Properly Signed Improperly Signed
 Not Included Not Required
Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ **Initial: VE**

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: MUNICIPAL MAINTENANCE EQUIP.
Address: 2360 HARVARD Street
City, State, Zip Code: SACRAMENTO, CA 95815
Phone Number: (916) 922-1101
Email Address: RCROSS@SOURCE-MME.COM



SENTRY SELECT INSURANCE COMPANY
 STEVENS POINT, WISCONSIN
 (A PARTICIPATING STOCK COMPANY)
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 49-67776

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder
 CITY OF SACRAMENTO
 5730 24TH ST BLDG 22
 SACRAMENTO, CA 95814

Name and Address of the Insured
 MUNICIPAL MAINTENANCE
 EQUIPMENT INC
 2360 HARVARD ST
 SACRAMENTO, CA 95815

This certificate is issued on 12-15-2011 and is effective until 12-15-2012. It certifies that policies of insurance listed below have been issued to the insured named above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Coverage Provided	Policy Number	Coverage Limits
General Liability Bodily Injury and Property Damage Combined	49-67776-12 OCCURRENCE	General Aggregate \$ 1,500,000
		Products Aggregate \$ 1,500,000
		Pers/Adv Injury \$ 500,000
		Each Occurrence \$ 500,000
		Premises Damage \$ 100,000
		Medical Expense \$ 5,000
Automobile Liability	49-67776-12	Each Accident \$ 500,000
Includes: Bodily Injury and Property -Any Auto		
Excess/Umbrella	49-67776-12	Each Occurrence \$ 3,000,000
		General Aggregate \$ 9,000,000
		Products Aggregate \$ 9,000,000
Workers' Compensation and Employer's	49-67776-14	Statutory
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
		Each Disease/Policy \$ 500,000

80-C1035 (SFA)

MUN 49-67776 01-117204
 05-21-2012
 PAGE 1
 (Q113)

LDI COI 269628-1 02 11

011000





CERTIFICATE OF INSURANCE - (CONT)

ACCOUNT NUMBER 49-67776

THE CITY, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS SHALL BE COVERED BY POLICY TERMS OR ENDORSEMENT AS ADDT'L INSURED'S AS RESPECTS GENERAL AND AUTO 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.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (SFA)

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05-21-2012
PAGE 2
(0113)

LDI C01 26962B-1 02 11

011ACER

SENTRY SELECT INSURANCE COMPANY COMMERCIAL AUTO POLICY
STEVENS POINT, WISCONSIN
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

COMMERCIAL AUTO DECLARATIONS

POLICY NUMBER 49-67776-12

Name and Address of
the Additional Insured

Name and Address
of the Named Insured

CITY OF SACRAMENTO
5730 24TH ST BLDG 22
SACRAMENTO, CA 95814

MUNICIPAL MAINTENANCE
EQUIPMENT INC
2360 HARVARD ST
SACRAMENTO, CA 95815

DESIGNATED INSURED SCHEDULE

The following information is required to complete the accompanying
Designated Insured Endorsement which forms a part of the Named Insured's
Commercial Auto Policy.

ENDORSEMENT

EFFECTIVE

CA 20 48 02 99

FROM December 15, 2011
TO December 15, 2012

FOR ENDORSEMENT TEXT,
SEE OVER.

CA DS 03 03 06 (MECH)

MUN 49-67776-12 50 111
05-21-2012
(000 0113)

COMMERCIAL AUTO DECLARATIONS

POLICY NUMBER 49-67776-12

Name and Address of
the Additional Insured

CITY OF SACRAMENTO
5730 24TH ST BLDG 22
SACRAMENTO, CA 95814

Name and Address
of the Named Insured

MUNICIPAL MAINTENANCE
EQUIPMENT INC
2380 HARVARD ST
SACRAMENTO, CA 95815

DESIGNATED INSURED SCHEDULE

The following information is required to complete the accompanying
Designated Insured Endorsement which forms a part of the Named Insured's
Commercial Auto Policy.

ENDORSEMENT

CA 20 48 02 99

EFFECTIVE

FROM December 15, 2011
TO December 15, 2012

FOR ENDORSEMENT TEXT,
SEE OVER.

CA DS 03 03 06 (MECH)

MUN 49-67776-12 50 111
05-21-2012
(000 0113)

**CITY OF SACRAMENTO
FIELD SERVICES DIVISION**

**Bid No. B123351018
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

Wastewater Rodder Equipment and Parts Bid

Page 3 of 42

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 return it to the Procurement Services Division. **FAX your response to our office, the FAX number is (916) 421-4596.** If you have questions, please call the Field Services Office at (916) 808-6276. 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 also 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 1 ADDITIONAL COPY 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.pwsacramento.com/bids.
 - b.) 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 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.
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: Required Not 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
Field Services Division
Ken Swartz
Stores Administrator
kswartz@cityofsacramento.org
Phone: 916-808-6340

Technical Questions
Wastewater Collection
Gilbert Archuleta
Wastewater Supervisor
garchuleta@cityofsacramento.org
Phone: 916-808-6901

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.

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 make separate awards for any 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 thirty (30) 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.

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

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B123351018

FOR SERVICES/SUPPLIES: Wastewater Rodding Equipment and Parts

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the bidder or the Contractor) 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 therefore, 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: MUNICIPAL MAINTENANCE EQUIP.

ADDRESS: 2360 HARVARD STREET

PHONE #: (916) 922-1101 FAX #: (916) 649-6480 EMAIL: RCROSS@SOURCE-MME.COM

STATE TAX I.D. #: 390-5603-1 FED. TAX I.D. #: 680263697

City of Sacramento Business Operation Tax Certificate #: 83385
(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: Robert Cross)

BY: (signature of authorized person) Robert Cross

PRINT NAME: Robert Cross

TITLE: PARTS MANAGER

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 4/25/12

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

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

City Clerk/Procurement Services Manager

CONTRACT AWARD

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

Specify: _____

Contract Not-to-Exceed Amount: \$ 220,206.51

Award Date: 6/12/12

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
915 I Street, 2nd Floor
Sacramento, CA 95814
- 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 cost.

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
915 I St., 2nd Floor
Sacramento, CA 95814

- 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 therefore 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 Municipal 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 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 coverage's 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 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." RC (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:

AO 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." _____
(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.
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.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

Guarantee

- a. The manufacturer and/or dealer delivering the Wastewater Rodder Equipment and Parts against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense. The manufacturer and/or dealer delivering the Wastewater Rodder Equipment and Parts will use only the manufacturer and the brand/models specified in the bid.

- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California, full freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

Payment and Invoicing

Invoices, in duplicate, shall be mailed or delivered to the City of Sacramento, Department of Utilities, Water Distribution 5730 24th Street, Bldg # 22 Sacramento, CA 95822

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Prices

Prices are maximum for the 1st year of the contract. If the contract extends beyond one year, prices quoted may be subject to adjustment. Price increases will not be granted retroactively and request for adjustment must be received in writing by the Procurement Office. The City reserves the right to terminate the contract without further obligation by either party in the event price increases are not acceptable. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Quantities

The quantity specified in the pricing schedule are estimates only and based upon current known requirements and is subject to increase or decrease at the same terms and conditions.

Contract Period

The contract shall be effective for a period of 1 year from the date of award by City Council.

Contract Extension

Any resultant contract may be extended on a year to year basis under the same terms and conditions. However, in no case shall the contract extend beyond 3 years from the date of award of the original contract.

Cooperative Purchasing

The use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification; and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and Water Distribution/Field Services Division may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degrees modify or otherwise affect the terms of this contract, including the requirements of the specifications

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

See Pricing Schedule and Special Provisions

SECTION III BIDDER RESPONSE DOCUMENTS

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 Procurement Division, 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 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

_____.

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.

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 #1 is "Yes":

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

2360 HARVARD STREET
SACRAMENTO CA 95815

Specify: fixed office location or distribution point(s): Both

1) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 03305

3. DELIVERY GUARANTEE

Contractor guarantees delivery within (60) sixty days after receipt of order (ARO). Yes No

4. PAYMENT DISCOUNT

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

If Yes, the Payment Discount is _____% for payment within _____ 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. DISTRIBUTION CENTER ADDRESS

2360 HARVARD ST.
SACRAMENTO, CA 95815

6. RETURNS

RETURN OF SURPLUS METERS AND PARTS: If any item becomes surplus to the needs of the City, will you accept that item(s) for return? Yes or No

Remarks: _____

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

Municipal Maintenance Equip.
Name of Contractor

2360 HARVARD STREET, SACRAMENTO, CA. 95815
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, 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

I agree that should I offer any of the above listed employee benefits, that I 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.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

Wastewater Rodder Equipment and Parts Bid

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- a. In the event that 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, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with 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, in the infrastructure, 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 the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me 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; deemed ineligible for future contracts for up to two (2) years; 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.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Robert Cross
Signature of Authorized Representative

4/24/2012
Date

Robert Cross
Print Name
PARTS MANAGER
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D. PRICING SCHEDULE FOR RODDER EQUIPMENT AND PARTS

For furnishing to the City of Sacramento, pricing, in accordance with the provisions and specifications contained herein. Quantities and types are estimates only and subject to increase or decrease over this potential 3 year contract. **Orders will be placed on an as needed basis.** The following quantities are the City's anticipated requirements for the next 3 years. Vendors are to supply proposed manufacturer and model numbers below each bid item in the space provided. Items 1-14 are stipulated as No Substitutions

Group I ELECTRIC EEL MODEL 800- <u>NO SUBSTITUTIONS</u>				
Group I Item No.	Quantity	Description	Unit Price	Extension
1	12	8" Dual Cable	\$ <u>55.06</u>	\$ <u>660.72</u>
2	9	3" Heavy Duty Cutter for 4" diameter line	\$ <u>42.41</u>	\$ <u>381.69</u>
3	9	5" Heavy Duty Cutter for 6" diameter line	\$ <u>52.30</u>	\$ <u>470.70</u>
4	3	7" Heavy Duty Cutter for 8" diameter line	\$ <u>64.02</u>	\$ <u>192.06</u>
5	13	3" Ice Chopping Tool for 4" diameter line	\$ <u>48.74</u>	\$ <u>633.62</u>
6	11	2-3/8 Starting Tool"	\$ <u>30.57</u>	\$ <u>336.27</u>
7	9	2-3/8 Heavy Duty Tool	\$ <u>40.80</u>	\$ <u>367.20</u>
8	8	2-1/2 Heavy Duty Tool	\$ <u>40.23</u>	\$ <u>321.84</u>
9	7	3-1/2 Heavy Duty Tool	\$ <u>40.92</u>	\$ <u>286.44</u>
10	4	Retrieving Tool	\$ <u>32.87</u>	\$ <u>131.48</u>
11	7	2-1/2" Grease Removing Tool	\$ <u>36.32</u>	\$ <u>254.24</u>
12	12	3-5/8" Grease Removing Tool	\$ <u>38.05</u>	\$ <u>456.60</u>
13	5	4-1/2" Grease Removing Tool	\$ <u>39.66</u>	\$ <u>198.30</u>
14	1	Model 800 Hydrostatic Sewer Cleaner	\$ <u>9517.24</u>	\$ <u>9517.24</u>
			Sales Tax @ 7.75%	\$ <u>1101.15</u>
			Total Group I	\$ <u>15309.55</u>

Group II Miscellaneous Sewer Parts and Equipment

Item No.	Description	Quantity	Unit Price	Extension
1	Mechanical Plug w/T Handle 6" <u>PLUG IT</u> <u>ME-6</u> Proposed Manufacture Part/Model #	4 ea,	\$ <u>113.79</u>	\$ <u>455.16</u>
2	Mechanical Plug w/T Handle 8" <u>PLUG IT</u> <u>ME-8</u> Proposed Manufacture Part/Model #	4 ea,	\$ <u>142.24</u>	\$ <u>568.96</u>
3	Mechanical Plug w/T Handle 10" <u>PLUG IT</u> <u>ME-10</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>189.66</u>	\$ <u>758.64</u>
4	Mechanical Plug w/T Handle 12" <u>PLUG IT</u> <u>ME-12</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>261.21</u>	\$ <u>522.42</u>
5	Blu-Steel Rod w/out Coupling 5/16" X 36" <u>SRECO</u> <u>BSR-1A</u> Proposed Manufacture Part/Model #	220 ea.	\$ <u>10.46</u>	\$ <u>2301.20</u>
6	Turning Handle 5/16" <u>SRECO</u> <u>ATW-1</u> Proposed Manufacture Part/Model #	10 ea.	\$ <u>48.28</u>	\$ <u>482.80</u>
7	Continuous Rod 0..393, 3/8" <u>SRECO</u> <u>21135</u> Proposed Manufacture Part/Model #	20,000 ft	\$ <u>1.25</u>	\$ <u>25000.00</u>
8	Continuous Rod 0.461, 1/2" <u>SRECO</u> <u>21137</u> Proposed Manufacture Part/Model #	6,000 ft	\$ <u>1.40</u>	\$ <u>8400.00</u>
9	Coupling 0.375 to 5/16" <u>SRECO</u> <u>CRC-1</u> Proposed Manufacture Part/Model #	65 ea.	\$ <u>17.24</u>	\$ <u>1120.60</u>
10	Coupling 0.461 to 1/2" <u>Not Avail-</u> Proposed Manufacture Part/Model #	65 ea.	\$ <u>No BID</u>	\$ <u>No BID</u>

Item No.	Description	Quantity	Unit Price	Extension
11	Adaptor Rod, Super Short 5/16" <u>SRECO</u> <u>SAC-1-355</u> Proposed Manufacture Part/Model #	220 ea,	\$ <u>6.90</u>	\$ <u>1518.00</u>
12	Adaptor Rod, Super Short 3/8" <u>SRECO</u> <u>SAC-1-455</u> Proposed Manufacture Part/Model #	125 ea,	\$ <u>7.47</u>	\$ <u>933.75</u>
13	Adapter Rod 0.461 <u>N/A</u> Proposed Manufacture Part/Model #	45 ea.	\$ <u>NO BID</u>	\$ <u>NO BID</u>
14	Coupling, hooked-end 0.461 x 3/8 <u>SRECO</u> <u>CRC-16</u> Proposed Manufacture Part/Model #	75 ea.	\$ <u>17.24</u>	\$ <u>1293.00</u>
15	Coupling, hooked-end 0.393 x 3/8 <u>SRECO</u> <u>CRC-12</u> Proposed Manufacture Part/Model #	65 ea.	\$ <u>17.24</u>	\$ <u>1120.60</u>
16	^{NPT} Coupling NPT , Left-hand, 0.461 <u>SRECO</u> <u>SSR-6-6-1</u> Proposed Manufacture Part/Model #	40 ea.	\$ <u>3.16</u>	\$ <u>126.40</u>
17	^{NPT} Coupling NPT , Left-hand, 0.393 <u>SRECO</u> <u>SSR-6-5-1</u> Proposed Manufacture Part/Model #	50 ea.	\$ <u>3.16</u>	\$ <u>158.00</u>
18	Concave Root Saw 6" <u>UEMSI</u> <u>7600C-6</u> Proposed Manufacture Part/Model #	10 ea.	\$ <u>49.61</u>	\$ <u>496.10</u>
19	Concave Root Saw 8" <u>UEMSI</u> <u>7600C-8</u> Proposed Manufacture Part/Model #	10 ea.	\$ <u>55.20</u>	\$ <u>552.00</u>
20	Turn Type Porcupine 6" <u>MAXLIFE</u> <u>MPTT-6B</u> Proposed Manufacture Part/Model #	1 ea.	\$ <u>122.67</u>	\$ <u>122.67</u>

Item No.	Description	Quantity	Unit Price	Extension
21	Turn Type Porcupine 8" <u>MAX LIFE</u> <u>MPTT-88</u> Proposed Manufacture Part/Model #	2 ea,	\$ <u>208.05</u>	\$ <u>416.10</u>
22	Turn Type Porcupine 10" <u>MAX LIFE</u> <u>MPTT-108</u> Proposed Manufacture Part/Model #	2 ea,	\$ <u>278.16</u>	\$ <u>556.32</u>
23	3-Blade, 6" <u>SRECO</u> <u>SBAR-2</u> Proposed Manufacture Part/Model #	75 ea.	\$ <u>14.94</u>	\$ <u>1120.50</u>
24	3-Blade, 8" <u>SRECO</u> <u>SBAR-3</u> Proposed Manufacture Part/Model #	75 ea.	\$ <u>15.52</u>	\$ <u>1164.00</u>
25	3-Blade, 10" <u>SRECO</u> <u>SBAR-4</u> Proposed Manufacture Part/Model #	40 ea.	\$ <u>16.09</u>	\$ <u>643.60</u>
26	Chuck Assembly 6" x 3/8 <u>SRECO</u> <u>SBR-2B</u> Proposed Manufacture Part/Model #	30 ea.	\$ <u>114.94</u>	\$ <u>3448.20</u>
27	Chuck Assembly 8" x 3/8 <u>SRECO</u> <u>SBR-3B</u> Proposed Manufacture Part/Model #	30 ea.	\$ <u>120.69</u>	\$ <u>3620.70</u>
28	Chuck Assembly 10" x 3/8 <u>SRECO</u> <u>SBR-4B</u> Proposed Manufacture Part/Model #	15 ea.	\$ <u>126.44</u>	\$ <u>1896.60</u>
29	Auger Root Cutter 6" <u>SRECO</u> <u>SA-4G</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>86.21</u>	\$ <u>172.42</u>
30	Auger Root Cutter 8" <u>SRECO</u> <u>SA-5G</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>91.95</u>	\$ <u>183.90</u>

Item No.	Description	Quantity	Unit Price	Extension
31	Auger Coupling 3" <u>SRECO</u> Proposed Manufacture	<u>SA-1K</u> Part/Model #	10 ea, \$ <u>59.77</u>	\$ <u>597.70</u>
32	Auger Coupling 4" <u>SRECO</u> Proposed Manufacture	<u>SA-2K</u> Part/Model #	15 ea, \$ <u>68.97</u>	\$ <u>1034.55</u>
33	Auger Coupling 6" <u>SRECO</u> Proposed Manufacture	<u>SA-4K</u> Part/Model #	4 ea. \$ <u>103.45</u>	\$ <u>413.80</u>
34	Auger Coupling 8" <u>SRECO</u> Proposed Manufacture	<u>SA-5K</u> Part/Model #	4 ea. \$ <u>137.93</u>	\$ <u>551.72</u>
35	Auger Coupling 10" <u>SRECO</u> Proposed Manufacture	<u>SA-6K</u> Part/Model #	2 ea. \$ <u>172.41</u>	\$ <u>344.82</u>
36	Auger Coupling 2" with 0.461 hook-ends <u>SRECO</u> Proposed Manufacture	<u>N/A</u> Part/Model #	4 ea. \$ <u>NO BID</u>	\$ <u>NO BID</u>
37	Auger Coupling 3" with 0.461 hook-end <u>SRECO</u> Proposed Manufacture	<u>SA-1K</u> Part/Model #	4 ea. \$ <u>59.77</u>	\$ <u>239.08</u>
38	Auger Coupling 4" with 0.461 hook-end <u>SRECO</u> Proposed Manufacture	<u>SA-2K</u> Part/Model #	4 ea. \$ <u>68.97</u>	\$ <u>275.88</u>
39	Auger Coupling 6" with 0.461 hook-end <u>SRECO</u> Proposed Manufacture	<u>SA-4K</u> Part/Model #	2 ea. \$ <u>103.45</u>	\$ <u>206.90</u>
40	Auger Coupling 8" with 0.461 hook-end <u>SRECO</u> Proposed Manufacture	<u>SA-5K</u> Part/Model #	2 ea. \$ <u>137.93</u>	\$ <u>275.86</u>

Item No.	Description	Quantity	Unit Price	Extension
41	Round Wire Corkscrew 3 1/2" <u>SRECO</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>24.14</u>	\$ <u>96.56</u>
42	Square Bar Corkscrew Coupling <u>SRECO</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>17.24</u>	\$ <u>68.96</u>
43	Square Bar Corkscrew 3" <u>SRECO</u> Proposed Manufacture Part/Model #	30 ea.	\$ <u>62.07</u>	\$ <u>1862.10</u>
44	Round Wire Corkscrew 4" <u>SRECO</u> Proposed Manufacture Part/Model #	30 ea.	\$ <u>28.74</u>	\$ <u>862.20</u>
45	Square Bar Corkscrew 5" <u>SRECO</u> Proposed Manufacture Part/Model #	6 ea.	\$ <u>68.97</u>	\$ <u>413.82</u>
46	Square Bar Corkscrew 6" <u>SRECO</u> Proposed Manufacture Part/Model #	10 ea.	\$ <u>81.61</u>	\$ <u>816.10</u>
47	Square Bar Corkscrew 8" <u>SRECO</u> Proposed Manufacture Part/Model #	10 ea.	\$ <u>102.30</u>	\$ <u>1023.00</u>
48	Square Bar Corkscrew 10" <u>SRECO</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>155.17</u>	\$ <u>310.34</u>
49	Square Bar Corkscrew 12" <u>SRECO</u> <u>N/A</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>NO BID</u>	\$ <u>NO BID</u>
50	Tiger Tail, Flexible Hose Guide 3" X 3' w/24" Rope <u>LIEMSI</u> <u>DO-89</u> Proposed Manufacture Part/Model #	10 ea.	\$ <u>34.43</u>	\$ <u>344.30</u>

Item No.	Description	Quantity	Unit Price	Extension
51	Sewer Hose 1000' X 3/4" 3000 PSI <u>PIRANHA</u> <u>UEMP 230-1000</u> Proposed Manufacture Part/Model #	18 ea.	\$ <u>2770.00</u>	\$ <u>49860.00</u>
52	Sewer Hose 700' X 1/2" 4000 PSI <u>PIRANHA</u> <u>UEMP 500-700</u> Proposed Manufacture Part/Model #	6 ea.	\$ <u>1391.95</u>	\$ <u>8351.70</u>
53	Sewer Hose 800' X 1" 3000PSI <u>PIRANHA</u> <u>UEMP 630-800</u> Proposed Manufacture Part/Model #	9 ea.	\$ <u>2320.00</u>	\$ <u>20880.00</u>
54	Nozzle 1/2" Standard <u>ENZ</u> <u>30.050</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>238.88</u>	\$ <u>955.52</u>
55	Nozzle 1/2" Chisel Point <u>ENZ</u> <u>60.050</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>255.94</u>	\$ <u>1023.76</u>
56	Loop Tool with 5/16" <u>SRECO</u> <u>LT-1A</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>28.74</u>	\$ <u>57.48</u>
57	Double Root Saw Coupling <u>SRECO</u> <u>WSC-8</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>57.47</u>	\$ <u>114.94</u>
58	Spear Point Cutter 4" <u>SRECO</u> <u>SPC-2H</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>48.28</u>	\$ <u>96.56</u>
59	Double Round Wire Corkscrew 4" <u>SRECO</u> <u>DPC-2B + CRC-12</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>48.28</u>	\$ <u>96.56</u>
60	Flat Saw Blade 6" <u>SRECO</u> <u>SRM-3</u> Proposed Manufacture Part/Model #	2 ea.	\$ <u>62.07</u>	\$ <u>124.14</u>

Item No.	Description	Quantity	Unit Price	Extension
61	Dye Tablets 200 Yellow/Green <u>LEMSE</u> <u>JT-06</u> Proposed Manufacture Part/Model #	72 ea.	\$ <u>30.63</u>	\$ <u>2205.36</u>
62	Clamps 8" Quick for Vactor Type <u>LEMSE</u> <u>U16584</u> Proposed Manufacture Part/Model #	20 ea.	\$ <u>16.67</u>	\$ <u>333.40</u>
63	Leader Hose 20' X 3/4" Black 3 <u>LEMSE</u> <u>LH 3/4X20</u> Proposed Manufacture Part/Model #	18 ea.	\$ <u>104.56</u>	\$ <u>1862.08</u>
64	Leader Hose 20' X 1/2" Black 4 <u>LEMSE</u> <u>LH 1/2X20</u> Proposed Manufacture Part/Model #	18 ea.	\$ <u>64.11</u>	\$ <u>1153.98</u>
65	Sewer Chain Cutter 1" <u>SHAMROCK</u> <u>CHACUT-1.5-16k</u> Proposed Manufacture Part/Model #	3 ea.	\$ <u>1839.08</u>	\$ <u>5517.24</u>
66	Flexible Chain Cutter <u>SHAMROCK</u> <u>CHACUT-02-16k</u> Proposed Manufacture Part/Model #	3 ea.	\$ <u>2643.68</u>	\$ <u>7931.04</u>
67	Grabber with Claw Action <u>SHAMROCK</u> <u>GR-8</u> Proposed Manufacture Part/Model #	3 ea.	\$ <u>206.90</u>	\$ <u>620.70</u>
68	Button for .461 Rodder <u>SPECO</u> <u>1600700-01</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>26.44</u>	\$ <u>105.76</u>
69	Portable Electronic Pipe & Cable Locator Sondes Specification 3350 up to 12 ft. <input type="checkbox"/> 3330 up to 25 ft. <input type="checkbox"/> SR-116k up to 25 ft. <input checked="" type="checkbox"/> SR-2116 up to 60 ft. <input checked="" type="checkbox"/> <u>COLIAK</u> <u>5600-SI Plus</u> Proposed Manufacture Part/Model #	3 ea.	\$ <u>3271.26</u>	\$ <u>9813.78</u>
70	Turbine Chain Scraper Nozzle 6"-12" Scrapper Set 2 ea. <u>ENZ</u> <u>10x125TR6-12.5</u> Proposed Manufacture Part/Model #		\$ <u>3270.31</u>	\$ <u>6540.62</u>

Item No.	Description	Quantity	Unit Price	Extension
71	6" Sewer Brush with 3/8" adaptor rod <u>PRO STEEL</u> <u>HDB-68</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>178.16</u>	\$ <u>712.64</u>
72	8" Sewer Brush with 3/8" adaptor rod <u>PRO STEEL</u> <u>HDB-88</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>209.20</u>	\$ <u>836.80</u>
73	Pilot Bullet Tool w/ set screw conn. rod size .393 <u>SRECO</u> <u>PT-6</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>34.48</u>	\$ <u>137.92</u>
74	Pilot Bullet Tool w/ set screw conn. rod size .461 <u>SRECO</u> <u>PT-8</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>34.48</u>	\$ <u>137.92</u>
75	6" Four Blade Cutter w/ 3/8" Adapter Rod <u>SRECO</u> <u>FBC-2 B</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>109.20</u>	\$ <u>436.80</u>
76	8" Four Blade Cutter w/ 3/8" Adapter Rod <u>SRECO</u> <u>FBC-3 B</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>120.69</u>	\$ <u>482.76</u>
77	Replaceable four blade cutting blades <u>SRECO</u> <u>FB-1B</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>19.54</u>	\$ <u>39.08</u>
78	Chuck for Four Blade Cutter w/ .393 rod <u>SRECO</u> <u>FBA-8 Direct Hook</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>66.67</u>	\$ <u>266.68</u>
79	Chuck for Four Blade Cutter w/ .461 rod <u>SRECO</u> <u>FBC-10 Direct Hook</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>66.67</u>	\$ <u>266.68</u>
80	Flat Saw Blade 6" <u>SRECO</u> <u>SRM-3</u> Proposed Manufacture Part/Model #	4 ea.	\$ <u>62.07</u>	\$ <u>248.28</u>

Sales Tax @ 7.75% \$ 14732.01

Total Group II \$ 204822.52

Total Group I 15309.55 Total Group II 204822.52 Bid Total 229132.07

ADDITIONAL ITEMS

The items shown are samples of what is required by the City. Since various types of equipment are either leased or owned or will subsequently be purchased by the City, other items will be required. Bidder must therefore attach the most current price list(s), if available, listing all related items available and the allowed discount(s) from that list for items not indicated.

Note: The discount(s) allowed on bid items shall be applied to all purchases of like or similar items covered by the applicable price list(s).

Price List Identification and Date	Allowed Discount
<u>SHAMROCK</u>	<u>10%</u>

Price List Identification and Date	Allowed Discount
<u>ENZ</u>	<u>10%</u>

Price List Identification and Date	Allowed Discount
_____	_____

Price List Identification and Date	Allowed Discount
_____	_____

Price List Identification and Date	Allowed Discount
_____	_____

Please provide percentage increase for subsequent years of this potential three (3) year contract. If percentages are not provided, contractor may receive an award for only one year.

2nd Year
57.

3rd Year
57.