



**City of Sacramento  
City Council**

8

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date: 12/4/2012**

**Report Type: Consent**

**Title: Contract: Traffic Signal Cabinets (S15132700)**

**Report ID: 2012-00835**

**Location: Citywide**

**Recommendation:** Pass a Motion awarding a contract to McCain Inc. for an amount not to exceed \$115,745 for purchase of traffic signal cabinets.

**Contact:** Norm Colby, Operations General Supervisor, (916) 808-6635; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

**Presenter: None**

**Department: Public Works Department**

**Division: Transportation Division**

**Dept ID: 15001911**

**Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Exhibit A-Contract-Traffic Signal Cabinets

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
11/16/2012 3:51:41 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
John Colville  
11/15/2012 7:44:50 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 11/15/2012 10:59:39 AM



## Description/Analysis

**Issue:** The Transportation Division of the Department of Public Works has an ongoing need to repair and replace the City's traffic signal infrastructure. City Council approval is necessary to purchase traffic signal cabinets from McCain Inc.

**Policy Considerations:** The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4001 – Procurement of Supplies.

The proposed purchase is consistent with Resolution 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona. McCain Inc. is headquartered in the state of California.

**Economic Impacts:** None.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The Community Development Department, Environmental Planning Services Manager has reviewed the proposed action and determined that this project is exempt from the provisions of the CEQA under Class 1, Section 15301(c) of the CEQA Guidelines. Projects exempted under Class 1, Section 15301(c), consist of the operation, repair, or minor alteration of existing highways, streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of use.

**Sustainability Considerations:** The materials purchased will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of traffic signals contributes to the quality of life by promoting "complete streets" within the City.

**Rationale for Recommendation:** Two vendors submitted bids in response to Invitation for Bid No. B13151591005. McCain Inc. is the lowest responsive and responsible bidder.

**Financial Considerations:** Sufficient funds for the not-to-exceed contract amount of \$115,745 are available in the Public Works, Traffic Signal Equipment Upgrade FY2012/13 Capital Improvement Programs (S15132700).

**Emerging Small Business Development (ESBD):** McCain Inc. is not certified by the City of Sacramento as an ESBD.



## Background

The Transportation Division of the Department of Public Works has an ongoing need to purchase traffic signal controller cabinets in support of the City's traffic signal infrastructure.

On August 23, 2012, Invitation for Bid B13151591005 was issued to procure ten traffic signal controller cabinets that meet the State of California, National Electrical Manufacturers Association and City of Sacramento specifications. Formal bids were opened on September 19, 2012 and staff received two responses. The lowest responsive and responsible bid was submitted by McCain Inc., a City of Sacramento a Local Business Enterprise.

### BID SUMMARY

Bidder	Bid Total (Incl. Sales Tax)	5% E/SBE Preference	Prompt Payment Discount	1% City Tax Preference	Evaluation Total
McCain Inc.	\$115,745.05	\$0.00	\$0.00	\$0.00	\$115,745.05
Econolite	\$224,120.00	\$0.00	\$0.00	\$0.00	\$224,120.00



DEPARTMENT OF  
PUBLIC WORKS

MAINTENANCE SERVICES  
DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

5730 - 24th STREET  
BUILDING ONE  
SACRAMENTO, CA  
95822-3699

PH 916-808-1888  
FAX 916-399-9263

August 23, 2012

**ADDENDUM NO. 1 TO BID No. B13151591005**

**FOR TRAFFIC SIGNAL CABINETS**

1. The Bid due date of August 29, 2012 has been changed to September 19, 2012 at 2:00 PM (PST).
2. Section E. of the Technical Scope on page 37 is changed as follows:
  1. Flasher Transfer Relays
    - a. All Flasher Transfer Relays shall be solid state and conform to the requirements of NEMA TS2 Section 6.
    - b. A full complement of relays shall be supplied with cabinet to allow for maximum phase utilization.

If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.

Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:

- a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
- b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.

- c) If by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

*Azadeh Doherty*

Azadeh Doherty  
Program Analyst

Vendor's Name: McCain, Inc.

Signature: *Diane Hawkins*

Typed or Printed Name & Title DIANE HAWKINS, Acct. MGR.

Date: 9/4/12



# CITY OF SACRAMENTO

Department of Public Works

Bid Number: B13151591005

## INVITATION FOR BID And Contract Specifications For Supplies

FOR: Traffic Signal Cabinets

**Bids Must Be Received Up To The Hour of 2:00 P.M. on August 29, 2012**

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

Pre-Bid Conference:  
Mandatory: [ ] Yes  
                  [ ] No

**BID BOND SECURITY**

Properly Signed     Improperly Signed

Not Included        Not Required

**Type of Deposit**

Bid Bond     Cashier/Certified Check

Other \_\_\_\_\_ Initial: VE

**Bid Bond Security**

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

Name of Bidder: McCain, Inc.

Address: 2365 OAK RIDGE WAY

City, State, Zip Code: VISTA, CA. 92081

Phone Number: 760-734-5016

Email Address: dhawkins@mccain-inc.com

**CITY OF SACRAMENTO**

**Bid No. B13151591005  
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# SECTION I REQUIREMENTS

## SECTION I – REQUIREMENTS

### B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COP OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
  - a) To obtain an electronic version of this bid go to Procurement's website at [www.cityofsacramento.org/generalservices/procurement/bids](http://www.cityofsacramento.org/generalservices/procurement/bids).
  - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, August 29, 2012. After opening, Bids may be inspected in the City Clerk's Office.

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

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

If required, bid security approved by the City must accompany the bid, in the amount of \_\_\_ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
  1. The right to award in whole or in part.
  2. The right to reject all partial bids.
  3. The right to reject any or all bids or make no award.
  4. The right to issue subsequent Invitation For Bids (IFB).
  5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
  6. The right to waive any informality or irregularity in the bidding process and any bids.
  7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

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

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

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

Contractual Questions

*Department Name: Public Works  
Attention: Azadeh Doherty  
Email: [adoherty@cityofsacramento.org](mailto:adoherty@cityofsacramento.org)  
Phone: (916) 808-3137*

Technical Questions

*Department Name: Public Works  
Attention: Larry Robison  
Email: [lrobison@cityofsacramento.org](mailto:lrobison@cityofsacramento.org)  
Phone: (916) 808-6634*

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

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

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

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

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

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

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

- 21. Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
- 22. Submission of Bids.** The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

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

**Bid submissions made via personal delivery shall be delivered to:**

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

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

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

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

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. 13151591005

FOR SERVICES/SUPPLIES: Traffic Signal Cabinets

To the City of Sacramento:

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

**CONTRACT DOCUMENTS**

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

**To Be Filled Out By Bidder**

NAME OF CONTRACTOR: McCain, Inc.

ADDRESS: 2365 Oak Ridge Way, Vista, CA. 92081

PHONE #: 760-727-8100 FAX #: 760-597-7106 MAIL: dhawkins@mccain-inc.com

STATE TAX I.D. #: SRFHB25838718 FED. TAX I.D. #: 33-0262207

City of Sacramento Business Operation Tax Certificate #: 119557  
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person) Diane Hawkins

PRINT NAME: DIANE HAWKINS

TITLE: ACCOUNT 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 \_\_\_\_\_.

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

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

\_\_\_\_\_  
City Clerk

**CONTRACT AWARD**

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

Specify:

*Traffic Signal Cabinets*

Contract Not-to-Exceed Amount: \$ 115,745.05

Award Date: \_\_\_\_\_

**CONTRACT APPROVAL**

Approved as to Form:

*[Signature]*  
City Attorney

Approved:

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

Attest:

\_\_\_\_\_  
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 \$100,000.00. 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                             | - Moving expenses                       |
| - Disability, life and other types of insurance | - Pension and retirement benefits       |
| - Family medical leave                          | - Vacation                              |
| - Health benefits                               | - Travel benefits                       |
| - Membership or membership discounts            | - Any other benefits given to employees |

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

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

### You May . . .

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

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

## ATTACHMENT B



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

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

The included employee benefits are:

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

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

**You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

**E. LOCAL BUSINESS ENTERPRISE (LBE)**  
**PREFERENCE PROGRAM REQUIREMENTS**  
 (City Contracts, no Federal Funds Used)

**I. LBE PREFERENCE PROGRAM**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference (LBE) Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.

The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the businesses in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

**II. LBE QUALIFICATION**

- A. A LBE designated in the bid must be qualified as a LBE prior to the time bids are received.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:
  - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
  - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
    - a. The LBE's principle business office or workspace; or
    - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

### III. APPLICATION OF LBE PREFERENCE

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by two percent (2%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by two percent (2%) of the total possible evaluation points.
- C. The LBE preference can be applied to Bids and Proposals in addition to the City of Sacramento Emerging and Small Business Development five percent (5%) preference program. Any bid or quotation submitted by a contractor that is certified as a Small Business Enterprise (SBE) or that is certified as an Emerging Business Enterprise (EBE) by the City of Sacramento, receives a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder.
- D. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

### IV. DEFINITIONS

- A. **Local Business Enterprise (LBE):** A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. **Emerging Business Enterprise (EBE):** The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998 provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.
- C. **Small Business Enterprise (SBE):** The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.
- D. **Proposal:** Any response to a City solicitation for Proposals or Qualifications.
- E. **Bid:** Any response to a City solicitation for bids.

# **SECTION II CONTRACT DOCUMENTS**

## SECTION II – CONTRACT DOCUMENTS

### A. GENERAL CONDITIONS

#### 1. Independent Contractor.

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

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

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

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

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

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

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

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

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

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

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

## 10. Indemnity.

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

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." DK (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:

DK 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.

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

## SECTION II – CONTRACT DOCUMENTS

### B. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from : Award of Contract
2. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:
  - (1) Name of contractor
  - (2) Contract/Purchase Order number
  - (3) Description of advertisement item
  - (4) Date of advertisement
  - (5) Name of person placing Call
  - (6) Telephone of person placing call
3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
4. **Payment Terms.** Payment terms are net 30 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.
5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.
  - A. The contractual point-of-contact for this contract is:
 

Project Manager: Larry Robison  
 Dept. Public Works  
 Division: Transportation  
 Address: 5730 24<sup>th</sup> Street, Bldg. 11  
 Phone: (916) 808-6634  
 E-Mail: lrobison@cityofsacramento.org
6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.
  - A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
  - B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
10. **Cooperative Purchasing.** If mutually agreeable to both parties, 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.
11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
14. **Notification of Material Changes in Business.** Contractor agrees that if 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.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

**16. Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

**17. Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.

**18. 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 the Procurement Services Manager 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 whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

**19. Environmentally Preferable Procurement**

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

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

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

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

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

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

**20. Award**

The lowest responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento which is Attachment 1 of this bid.

**SECTION II – CONTRACT DOCUMENTS****C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS*****Traffic Signal Cabinet, TS2 Type 1, Type 'R'***

The traffic signal controller cabinet shall be a TS2 Type 1 R44 cabinet. It shall be 77 inches high x 44.5 inches wide x 26 inches deep. For the bolt pattern, refer to Caltrans 2006 Standard Plan ES-3A. It shall have 16 phases of outputs, 64 channels of loop detection inputs, and conform to the following:

**A. State of California Specifications**

Unless otherwise noted, the enclosure specification shall meet or exceed the State of California, Department of Transportation, Standard Specifications, dated 2010, Section 86-3.04A and Standard Plans, section ES-3.

**B. NEMA Specifications**

Unless otherwise noted, the cabinet shall adhere to the latest NEMA TS 2 Type 1 specifications.

**C. City of Sacramento Specifications**

The City of Sacramento traffic signal cabinet specification shall supersede any applicable parts of the State of California, Department of Transportation Standard Specifications and Standard Plans.

**D. Cabinet Construction****1. General**

Controller cabinets shall be constructed from type 5052-H32 bare aluminum with a dull finish and a minimum thickness of 0.125 inches and be 3R weather rated.

All cabinets shall come with a ten (10) year warranty on the enclosure and cabinet wiring.

Each cabinet shall be provided with two (2) lifting eyes for placing the cabinet on its foundation in the down position. Each eye opening shall have a minimum diameter of 0.75 in. Each eye shall be able to support a weight load of 1000 pounds. All exterior bolt heads shall be tamperproof type.

Machine screws used for mounting equipment on doors or walls of the cabinet shall have inside nuts.

The door latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter cast aluminum or zinc-, cadmium-plated steel, or stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided.

Louvers shall be located in the lower one-half of the door. All cabinets shall be supplied with pleated dirt filters (ECO/AIR E-35-S) or equivalent, capable of filtering peat dirt. The filters shall be 12" x 16" x 1".

A police panel shall be located in the upper center outside of the door. The panel shall have a Signal On/Off switch and an Auto/Flash switch.

A maintenance door panel shall be mounted on the inside of the cabinet door on the back side of the police panel. The panel shall have twelve (12) 3-position detector switches for each of eight (8) vehicle and four (4) pedestrian phases. The switches shall operate as fixed, normal, and momentary, top to bottom. They shall be labeled for each phase. Six (6) pushbuttons shall be provided to test the preempt inputs and labeled RR 1, (blank), EVP 1 (3), EVP 2 (4), EVP 3 (5), EVP 4 (6). There shall be a Controller On/Off switch and an Auto/Flash switch. There shall be a three (3) position Stop Time switch; Flash Stop Time On/Off/Manual Stop Time On. There shall be A GFI duplex outlet provided.

The controller cabinet shall have a light and fan panel mounted in the top of the cabinet. Each panel shall be equipped with two (2) electric fans with ball or roller bearings and a capacity of at least 100 cubic feet per minute each. Each fan shall be separately fused and thermostatically controlled to the requirements of Section 86 of the State Specifications. There shall be two (2) LED cabinet illumination panels, Relume Technologies #796-5000 or approved equal. One mounts in the fan housing towards the front of the cabinet and the other under the document drawer. The power supply for the panels shall be mounted in the top of the cabinet and shall be 24VDC, 4 Amp. The light shall be rated 100,000 hours per LM 70. Light engine shall be fully recyclable. There shall be a door switch to turn on power to the light panels when the door is open. When the door is closed, the switch shall remove all power to the light panels.

The field terminal blocks for the signal indications on the load bay, the detector terminal blocks on the field input panel, and the power terminal block on the power panel shall be barrier type with marker strips and shall be provided with 10-32 by 5/16-inch minimum nickel or cadmium plated brass binder head screw and square metal threaded inserts. Round knurled inserts will not be accepted.

All assemblies that are connected in this cabinet shall be connected via hard wire, no quick disconnect or plug and play is accepted.

No other equipment within the controller cabinet shall use a socket that will accept a flasher or a flash transfer relay.

If relays are required other than the flash transfer relay, they shall be octal relays.

With MMU device disconnected or controller power off, the intersections shall go into flashing operation and remain in flashing operation until controller power is turned on. (THE CITY WILL NOT ACCEPT THE CABINET IF THE INTERSECTION GOES DARK INSTEAD OF FLASH.)

All labels shall be silkscreen or phenolic screw on type. No adhesive or sticker labels will be accepted. Font shall be Times New Roman. Font size is determined by location.

## 2. Left Cabinet Wall

Bottom Field Input Panel: The bottom eight (8) terminal positions on the last terminal block shall be allocated for pedestrian push button and pedestrian common (return) wires. The rest of the terminal positions shall be allocated to detector cable input wires. There shall be sufficient terminal positions for eight (8) pedestrian inputs, two (2) pedestrian returns and sixty-four (64) loop inputs (32 channels).

Top Field Input Panel: Shall be wired for sixty-four (64) loop inputs (32 channels).

Detector Programming Panels: All the detector outputs and detector green inputs shall be wired to two (2) detector programming panels, the first 32 channels to one and the second 32 channels to the other. Ø1-Ø8 greens shall be wired to the first panel. Ø1-Ø8 vehicle call switches on the maintenance door panel shall be wired to the first panel.

SDLC Hub: All cabinets shall come with an SDLC hub with a minimum of eight (8) connectors. All connectors shall be mounted on a PC board. All SDLC cables shall be Belden 9506 or approved equal. The backshell/cable clamp shall be metal and the cable appropriately strain relieved.

Opticom cables shall be terminated on the detector power supply panel.

### 3. Right Cabinet Wall

Power Panel: The Signal controller, TS2 power supply, any other auxiliary power supplies, detector power, etc. shall be protected by the surge protector. The protection device shall be an Edco ACP340, SHP300-10 or approved equivalent device and come with a seven (7) year warranty. The mercury contactor shall be replaced with a normally open, solid state relay and shall be CST Crydom CWA4850, MDI HPR48A50, Omega SSRL 240AC50, or approved equal. There shall be three (3) circuit breakers, a twenty (20) Amp, for the signal circuit, a fifteen (15) Amp for the auxiliary circuit, and a fifteen (15) Amp for the outlet strip. An fifteen (15) position earth ground bus bar and a fifteen (15) position neutral bus bar will be provided. It may be a screw type copper bar as specified in the CalTrans spec or a compression type with holes that will accept 14-8 AWG wire. The service AC- and bond wire will terminate on the bus bars. A place will be provided for the service AC+ on a terminal strip with a field lug and it shall be an ILSCO #SLUH-35 or approved equal. A 3 position block of type Marathon CAT: 1423570, 1423307, or equal will NOT be accepted.

Outlet strip: All cabinets shall have a Tripp-Lite outlet strip model ISOBAR6ULTRA or approved equal and shall be connected to CB-3. Outlet strip shall be mounted on aluminum stock.

Din Rails: There shall be 2 DIN rails mounted on aluminum stock for DIN rail devices.

### 4. Center of Cabinet

Each controller cabinet shall be provided with three (3) shelves to house the controller, rack mounted detectors and any other equipment supplied, mentioned in the specifications and/or shown on the plans. The top shelf shall contain the all detector amplifiers, and any preemption equipment. The middle shelf shall contain controller and power supply. The bottom shelf shall contain the MMU. The shelves shall be perforated to allow air flow.

An On Battery LED shall be mounted on the underside of the top shelf and shall be readily visible when the door is opened. The LED is part of the BBS relay circuitry located in the loadbay.

MMU, power supply, BIU, and controller cables, when not connected to controller or monitor, shall not be long enough for connectors to touch AC field wiring terminals (potential shorting problems).

A pull-out laptop computer shelf shall be incorporated below and attached to the bottom shelf. This pull-out shelf shall be 22" wide x 12.5 deep and provide an opening under the bottom shelf lip of 2.5" to be used as a document drawer.

#### Load Bay:

The load bay shall be designed to fold down from the top to gain access to the back side. No part of the load bay shall stick out past the load switches. The load resistors for load switches 9 – 12 yellows shall be mounted on the back of the load bay. Load bay shall be silk screened on front, showing all positions, e.g. Ø1, Ø2.

Load bay shall accommodate two (2) Bus Interface Units (BIU).

With respect to TS2 color output channel assignments, default channel, and therefore load switch and MMU wiring, assignments on the load bay shall be as follows:

- a. Channels 1 - 8 shall be assigned to Vehicle Phases 1 - 8 respectively.
- b. Channels 9 - 12 shall be assigned to Pedestrian Phases 2, 4, 6, and 8 respectively.
- c. Channels 13-16 shall be assigned to Overlap Phases A, B, C, and D respectively.

Field lugs shall be supplied on all colors for each vehicle and pedestrian phase and each pedestrian pushbutton and pushbutton return. The field lugs shall be ILSCO #SLUH-35 or approved equal.

A battery backup relay shall be mounted on the load bay.

All power connectors for controller, MMU, and power supply shall be "MIL-SPEC" with no exceptions.

All cables for the power supply and MMU shall feed up from the front of the shelf.

There shall be two (2) controller power cables.

- a. One shall be a NEMA TS1 "A" and feed from the front of the middle shelf.
- b. The other shall be a NEMA TS2-1 power connector for the traffic signal controller interface board and feed up from the back of the middle shelf with enough slack so that the controller can be turned sideways to access the cable connectors.

The controller SDLC cable should be long enough to feed up from the front or from the back, depending on the type of controller.

The BIU connectors in the load bay and detector racks shall be mounted on PC boards.

The cabinet shall be capable of sixty four (64) channels of detection. Two thirty two (32) channel racks may be hard wired or PC board. The detection racks shall accommodate two BIU's, eight (8) - four channel half width (1.0") detectors and either two (2) - two channels or one (1) - four channel Opticom discriminators in the first rack. The racks shall be no more than 18 ¾" wide and 5 ¾" high.

#### E. Auxiliary Devices

All auxiliary devices shall conform to the Requirements of the NEMA TS2 Type 1 Standards.

The cabinet shall be equipped with all necessary auxiliary devices to operate a traffic signal with eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps. The main auxiliary devices are listed below.

1. Load Switches
  - a. The Load Switch shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 6.2.
  - b. Load switches shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current. 10Amp RMS Maximum Load Current over NEMA temperature range. Operating voltage range of 60 to 135VAC.
  - c. Unit shall contain three electrical independent circuits. The front of the load switch shall be provided with three indicators to show the input signal from the controller to the load switch. Maximum load current output in de-energized condition is less than 10 mA peak.
  - d. Sixteen (16) Load Switches shall be supplied (8 vehicle, 4 peds, 4 overlaps). EDI Model 510 Load Switch or equal for use in NEMA TS2 Type 1 cabinet.
2. Solid State Flashers
  - a. Solid State Flashers shall be in accordance with NEMA TS2 Standards, Section 6.3.
  - b. Flasher shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current.
  - c. 15Amp RMS Maximum Operating Load Current over full NEMA temperature range.
  - d. Operating voltage range of 60 to 135VAC.
  - e. A minimum of 56 flashes/minute.
  - f. EDI Model 810, Reno Model FI-200 or equal.
3. Malfunction Management Units (MMU)
  - a. MMU shall be designed for use in traffic controller cabinets in accordance with NEMA TS2 Standards, Section 4.
  - b. The MMU shall be a Type 16.
  - c. One (1) conflict monitor shall be supplied. EDI Model MMU-16LE, Econolite MMU-16, or Reno MMU-1600G.
4. Bus Interface Units (BIU)
  - a. The BIU shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 8.
  - b. All BIUs shall provide three separate front panel indicators for Power, Transmit, and Valid Data.
  - c. Six (6) BIU shall be supplied. Two BIU shall be placed in the Load Bay. Four BIU shall be placed in the Detector Racks. EDI Model 700 or Econolite BIU-64.
5. Cabinet Power Supply
  - a. The cabinet power supply shall meet all TS2 Section 5 requirements.
  - b. The power supply shall regulated DC power, unregulated AC power, and a line frequency reference for the Detector Rack, BIU, load switches and auxiliary equipment.

- c. Power Supply shall have LED indicators showing output status and fuse integrity for three supply outputs.
- d. One (1) Power Supply shall be supplied. Econolite PS200 TS2, EDI Model PS200 TS2, or Reno TS-2 Power Supply.

6. Flasher Transfer Relays

- a. All Flasher Transfer Relays shall be solid state and conform to the requirements of NEMA TS2 Section 6.
- b. A full complement of relays shall be supplied with cabinet to allow for maximum phase utilization.

7. Inductive Loop Detectors

- a. NEMA TS2 Type A, Section 6.5.
- b. Eight (8) inductive loop detectors shall be supplied. EDI Model LM622 or equal.

F. Equipment Drawing

Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications, with the following changes:

The cabinet print shall be laid out on two (2) "D" size sheets.

Sheet one (1) shall have the remaining panels, load bay, cables, fans and lights, SDLC Hub Panel, power supply, maintenance malfunction unit (MMU), controller, connector wiring Power Panel, Outlet Strip, and door Maintenance Panel with police panel.

The detector field inputs panels, detector racks, and detector programming panels shall be on sheet two (2).

The operation manual for each component shall be provided.

Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy of the cabinet print shall be enclosed in the document drawer under the controller shelf.

Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (.pdf will not be accepted), either on a disk or by email to [jmatoba@cityofsacramento.org](mailto:jmatoba@cityofsacramento.org) John Matoba, City of Sacramento, 916-808-7891.

G. Cabinet Delivery and Acceptance

The cabinet shall be delivered to the City of Sacramento South Area Corporation Yard.

The cabinet will be tested for complete operation and inspected for conformance to these Special Provisions at the City Traffic Signal Shop. The Contractor shall have an authorized service engineer from the cabinet manufacturer available at the City's Corporate Center South within one (1) working day after notification to correct all minor malfunctions or make minor modifications to meet these specifications. If major adjustments,

modifications or repairs to the cabinet are required to meet these specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. The City shall have 30 calendar days from the date of receipt to test and inspect the cabinet.

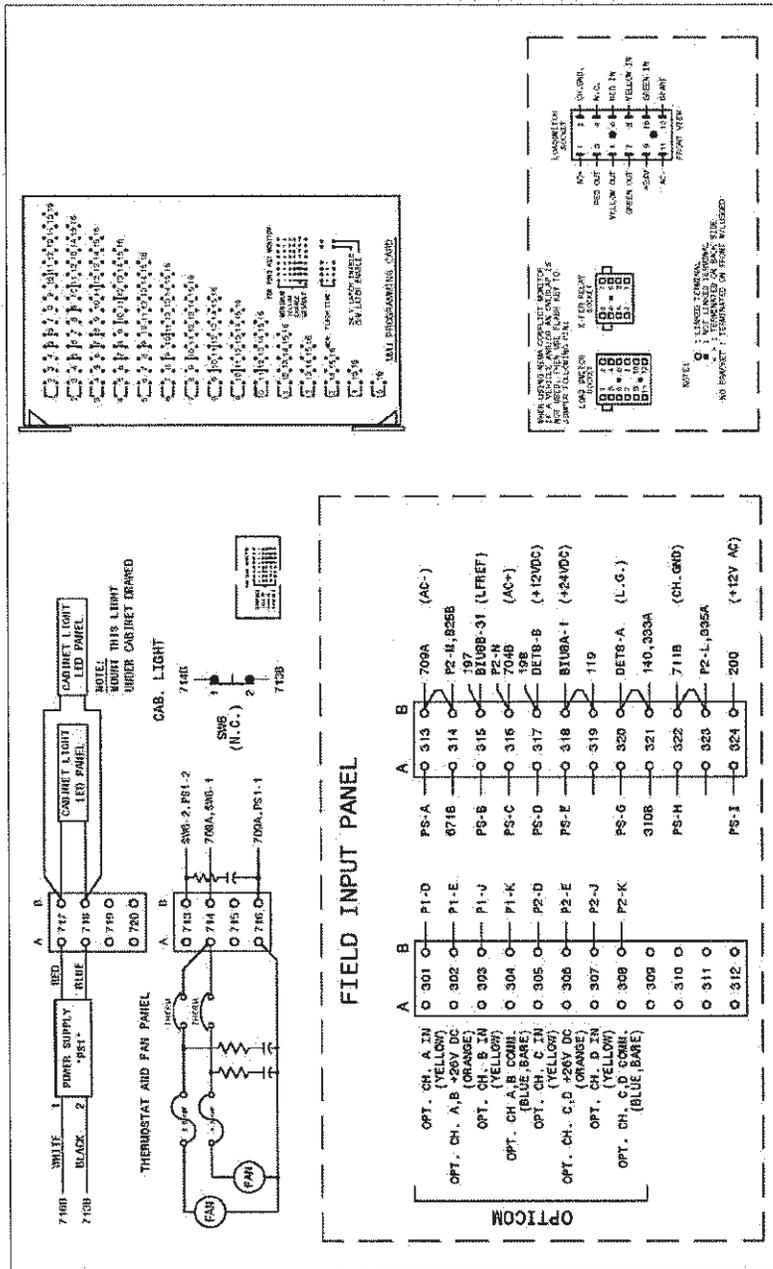
#### H. Guarantee

The Contractor guarantees the cabinet, materials and devices of whatsoever nature incorporated in, or attached to the cabinet, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.

In the event that the Contractor should fail to comply with the conditions of the foregoing guarantee within (10) days time, after being notified of the defect in writing, the City shall have the right, but shall not be obligated to repair, or obtain the repair of the defect and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. In the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of the City.



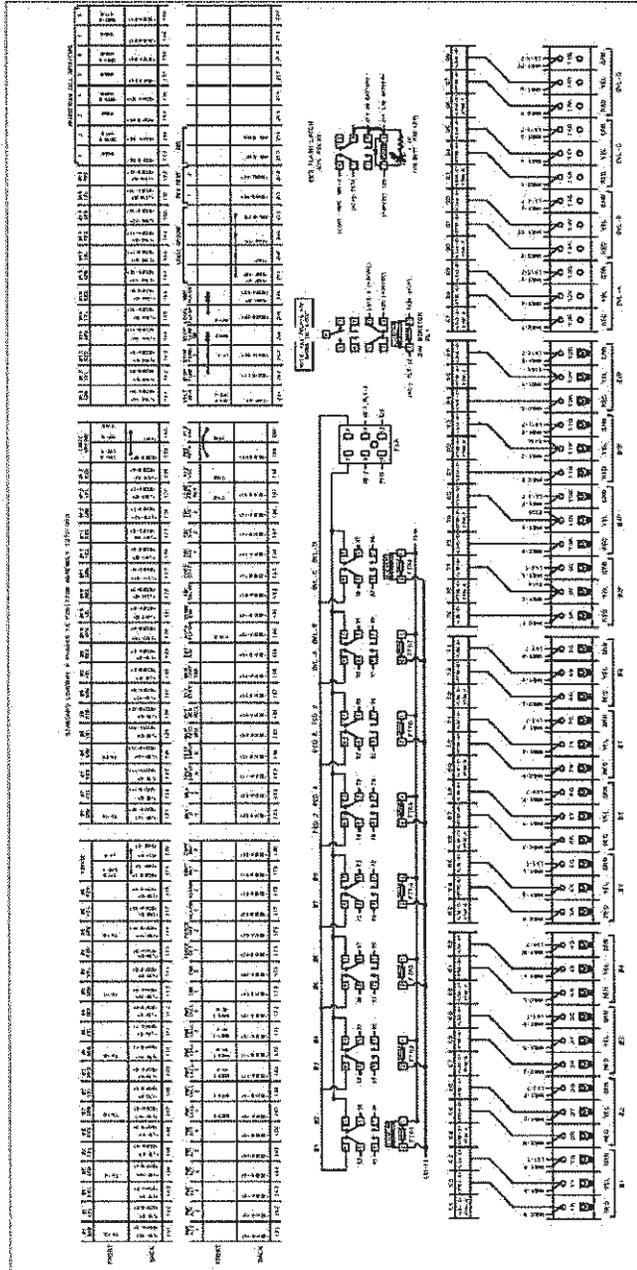
MMU Programming Card, Conflict Monitor



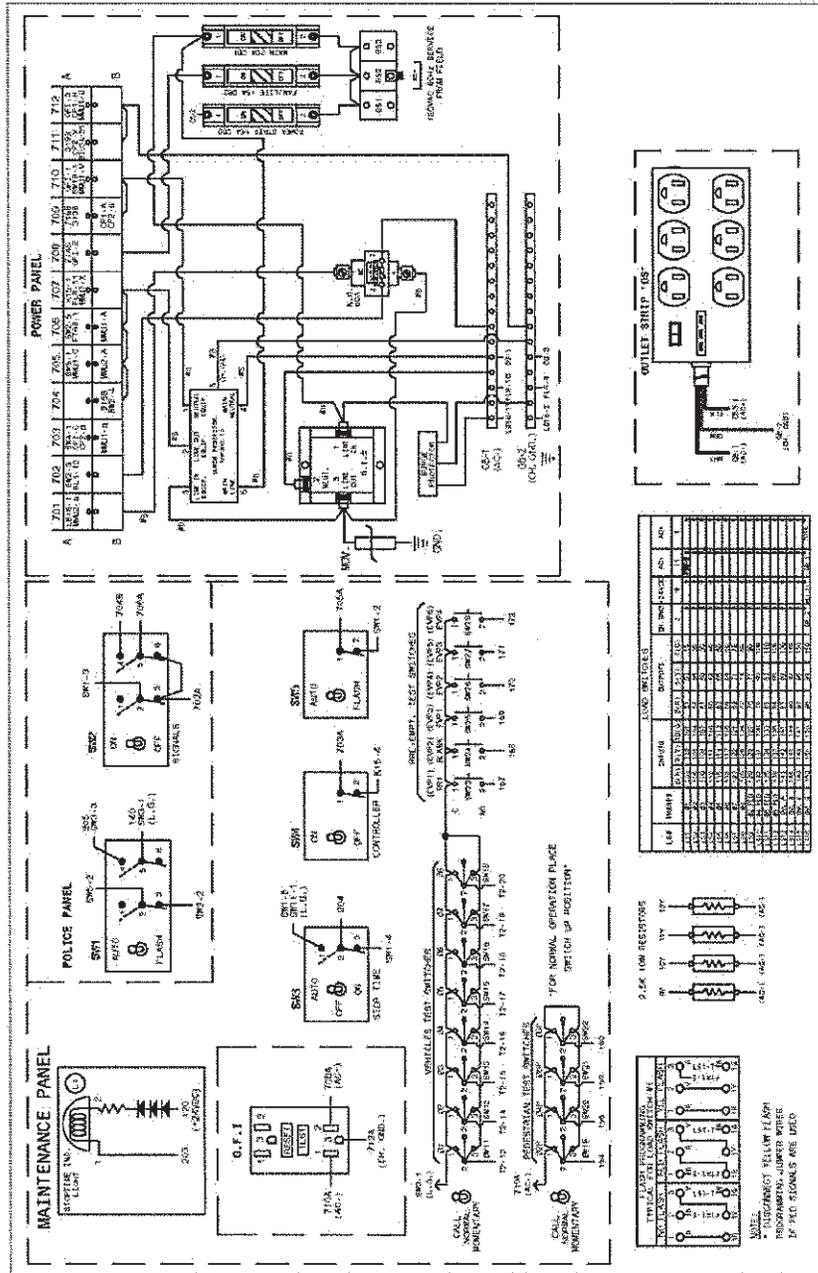
TS 2 – Type 1, Type ‘R’  
BIU (Terminal Facility)

BIU1 (TERMINAL FACILITY)			BIU2 (TERMINAL FACILITY)		
PIN	FUNCTION	TERMINAL	PIN	FUNCTION	TERMINAL
1A	+24VDC IN	119	1A	+24VDC IN	119
1B	+24VDC IN	119	1B	+24VDC IN	119
2A	Ø1 RED	103	2A	Ø9 RED	129
2B	Ø1 YELLOW	102	2B	Ø9 YELLOW	128
3A	Ø1 GREEN	101	3A	Ø9 GREEN	127
3B	Ø2 RED	106	3B	Ø10 RED	132
4A	Ø2 YELLOW	105	4A	Ø10 YELLOW	131
4B	Ø2 GREEN	104	4B	Ø10 GREEN	130
5A	Ø3 RED	109	5A	Ø11 RED	135
5B	Ø3 YELLOW	108	5B	Ø11 YELLOW	134
6A	Ø3 GREEN	107	6A	Ø11 GREEN	133
6B	Ø4 RED	112	6B	Ø12 RED	138
7A	Ø4 YELLOW	111	7A	Ø12 YELLOW	137
7B	Ø4 GREEN	110	7B	Ø12 GREEN	136
8A	Ø5 RED	115	8A	Ø13 RED	143
8B	Ø5 YELLOW	114	8B	Ø13 YELLOW	142
9A	Ø5 GREEN	113	9A	Ø13 GREEN	141
9B	Ø6 RED	118	9B	Ø14 RED	146
10A	Ø6 YELLOW	117	10A	Ø14 YELLOW	145
10B	Ø6 GREEN	116	10B	Ø14 GREEN	144
11A	Ø7 RED	123	11A	Ø15 RED	149
11B	Ø7 YELLOW	122	11B	Ø15 YELLOW	148
12A	Ø7 GREEN	121	12A	Ø15 GREEN	147
12B	Ø8 RED	126	12B	Ø16 RED	152
13A	Ø8 YELLOW	125	13A	Ø16 YELLOW	151
13B	Ø8 GREEN	124	13B	Ø16 GREEN	150
14A	TBC AUX 1	194	14A	TBC AUX 3	196
14B	TBC AUX 2	195	14B	COORD. STATUS	193
15A	PMT ACT 1	161	15A	PMT ACT 3	163
15B	PMT ACT 2	162	15B	PMT ACT 4	164
16A	PMT CALL 1	167	16A	PMT ACT 5	165
16B	PMT CALL 2	168	16B	PMT ACT 6	166
17A	TEST A	183	17A	PMT CALL 3	169
17B	TEST B	184	17B	PMT CALL 4	170
18A	AUTO FLASH	190	18A	PMT CALL 5	171
18B	DIMM ENABLE	191	18B	PMT CALL 6	172
19A	MANUAL ENABLE	188	19A	CNA RING 2	174
19B	INT. ADVANCE	189	19B	RED REST RING 1	211
20A	EXT. MIN. RECALL	186	20A	RED REST RING 2	212
20B	EXT. START	187	20B	SPARE 3	N/U
21A	TBC ONLINE	192	21A	SPARE 4	N/U
21B	STOP TIME RING 1	202	21B	INHIBIT MAX RING 1	179
22A	STOP TIME RING 2	203	22A	INHIBIT MAX RING 2	180
22B	MAX. 2 RING 1	181	22B	LOCAL FLASH	205
23A	MAX. 2 RING 2	182	23A	MMU FLASH	206
23B	FORCE OFF RING 1	175	23B	ALARM 1	177
24A	FORCE OFF RING 2	176	24A	ALARM 2	178
24B	CNA RING 1	173	24B	RESERVED	N/U
25A	REST IN WALK	185	25A	RESERVED	N/U
25B	PED. ISO. 1	153	25B	PED. ISO. 5	157
26A	PED. ISO. 2	154	26A	PED. ISO. 6	158
26B	PED. ISO. 3	155	26B	PED. ISO. 7	159
27A	PED. ISO. 4	156	27A	PED. ISO. 8	160
27B	PED. ISO. COMM.	199	27B	PED. ISO. COMM.	199
28A	ADDR. BIT 0	N/U	28A	ADDR. BIT 0	139
28B	ADDR. BIT 1	N/U	28B	ADDR. BIT 1	N/U
29A	ADDR. BIT 2	N/U	29A	ADDR. BIT 2	N/U
29B	ADDR. BIT 3	N/U	29B	ADDR. BIT 3	N/U
30A	RESERVED	N/U	30A	RESERVED	N/U
30B	RESERVED	N/U	30B	RESERVED	N/U
31A	CHASSIS GROUND	711A	31A	CHASSIS GROUND	711A
31B	LINE FREQ. REF.	197	31B	LINE FREQ. REF.	197
32A	LOGIC GROUND	139	32A	LOGIC GROUND	139
32B	LOGIC GROUND	139	32B	LOGIC GROUND	139

### TS 2 – Type 1, Type ‘R’ Standard Loadbay – 8 Phases, 16 Position Assembly



### TS 2 – Type 1, Type ‘R’ Maintenance Panel, Power Panel, Flash Programming Load Switches, Outlet Strip, Resistors



TS 2 - Type 1, Type 'R'  
NEMA 16 MMU, SDLC Bus, Controller Power, Cabinet Power Supply

CONTROLLER POWER -CPI- TS2 TYPE 1 (ASY 1021-32)		
PTH	FUNCTION	TERM.
A	AC	703B
B	AC LINE	703A
C	N/U	N/U
D	N/U	N/U
E	N/U	N/U
F	FAULT MONITOR	201
G	LOGIC GROUND	139
H	CHASSIS GROUND	712A
I	N/U	N/U
J	CONNECTOR SHELL	CPI-H

CONTROLLER POWER -CPE- TS2 TYPE 1 (ASY 1021-32B)		
PTH	FUNCTION	TERM.
C	FAULT MONITOR	201
U	AC	709B
V	CHASSIS GROUND	711A
W	LOGIC GROUND	709A
X	N/U	N/U
Y	N/U	N/U
Z	CONNECTOR SHELL	CPE-V

+24V CAB. POWER SUPPLY -PS- TS2 TYPE 1 (ASY 1021-32A)		
PTH	FUNCTION	TERM.
A	AC	313A
B	LINE FREQ. REF.	314A
C	AC LINE	315A
D	+12VDC	319A
E	SPARE	317A
F	SPARE	316A
G	LOGIC GROUND	318A
H	CHASSIS GROUND	320A
I	SPARE	N/U
J	CONNECTOR SHELL	PS-H

NEMA 16 MONITOR "MMU2" (ASY1370-844)		
CONJ.	FUNCTION	TERM.
A	AC- II INPUT RELAY COMMON	705B
B	START DELAY RELAY COMMON	T
C	CHANNEL 12 RED (OSP)	12R
D	CHANNEL 11 RED (OSP)	11R
E	CHANNEL 10 RED (OSP)	10R
F	CHANNEL 9 RED (OSP)	9R
G	CHANNEL 8 RED (OSP)	8R
H	CHANNEL 7 RED (OSP)	7R
I	CHANNEL 6 RED (OSP)	6R
J	CHANNEL 5 RED (OSP)	5R
K	CHANNEL 4 RED (OSP)	4R
L	CHANNEL 3 RED (OSP)	3R
M	CHANNEL 2 RED (OSP)	2R
N	CHANNEL 1 RED (OSP)	1R
O	SPARE 2	130
P	SPARE 1	T
Q	START DELAY RELAY CLOSED	13R
R	CHANNEL 14 RED (OVLB)	T
S	CHANNEL 13 RED (OVLB)	14R
T	CHANNEL 12 RED (OVLB)	13R
U	CHANNEL 11 RED (OVLB)	12R
V	CHANNEL 10 RED (OVLB)	11R
W	CHANNEL 9 RED (OVLB)	10R
X	CHANNEL 8 RED (OVLB)	9R
Y	CHANNEL 7 RED (OVLB)	8R
Z	CHANNEL 6 RED (OVLB)	7R
AA	CHANNEL 5 RED (OVLB)	6R
AB	CHANNEL 4 RED (OVLB)	5R
AC	CHANNEL 3 RED (OVLB)	4R
AD	CHANNEL 2 RED (OVLB)	3R
AE	CHANNEL 1 RED (OVLB)	2R
AF	LOCAL FLASH STATUS	701A
AG	SPARE	T
AH	SPARE	T

"SDLC BUS" MMU & BU (15PIN MALE)		
PTH	SIGNAL	FUNCTION
1	TX DATA	TX DATA *
2	TX DATA	TX DATA *
3	TX DATA	TX DATA *
4	TX DATA	TX DATA *
5	TX DATA	TX DATA *
6	TX DATA	TX DATA *
7	TX DATA	TX DATA *
8	TX DATA	TX DATA *
9	TX DATA	TX DATA *
10	TX DATA	TX DATA *
11	TX DATA	TX DATA *
12	TX DATA	TX DATA *
13	TX DATA	TX DATA *
14	TX DATA	TX DATA *
15	TX DATA	TX DATA *

"SDLC BUS" CONTROLLER (15PIN MALE)		
PTH	SIGNAL	FUNCTION
1	TX DATA	TX DATA *
2	TX DATA	TX DATA *
3	TX DATA	TX DATA *
4	TX DATA	TX DATA *
5	TX DATA	TX DATA *
6	TX DATA	TX DATA *
7	TX DATA	TX DATA *
8	TX DATA	TX DATA *
9	TX DATA	TX DATA *
10	TX DATA	TX DATA *
11	TX DATA	TX DATA *
12	TX DATA	TX DATA *
13	TX DATA	TX DATA *
14	TX DATA	TX DATA *
15	TX DATA	TX DATA *

NEMA 16 MONITOR "MMU1" (ASY1370-843)		
CONJ.	FUNCTION	TERM.
A	AC- I JUMPERED TO AC- II	706B
B	OUTPUT RELAY 1 OPEN	206
C	CHANNEL 15 GREEN (OVLB)	15G
D	CHANNEL 14 GREEN (OVLB)	14G
E	CHANNEL 13 GREEN (OVLB)	13G
F	CHANNEL 12 GREEN (OVLB)	12G
G	CHANNEL 11 GREEN (OVLB)	11G
H	CHANNEL 10 GREEN (OVLB)	10G
I	CHANNEL 9 GREEN (OVLB)	9G
J	CHANNEL 8 GREEN (OVLB)	8G
K	CHANNEL 7 GREEN (OVLB)	7G
L	CHANNEL 6 GREEN (OVLB)	6G
M	CHANNEL 5 GREEN (OVLB)	5G
N	CHANNEL 4 GREEN (OVLB)	4G
O	CHANNEL 3 GREEN (OVLB)	3G
P	CHANNEL 2 GREEN (OVLB)	2G
Q	CHANNEL 1 GREEN (OVLB)	1G
R	SPARE 1	119
S	SPARE 2	118
T	SPARE 3	117
U	SPARE 4	116
V	SPARE 5	115
W	SPARE 6	114
X	SPARE 7	113
Y	SPARE 8	112
Z	SPARE 9	111
AA	SPARE 10	110
AB	SPARE 11	109
AC	SPARE 12	108
AD	SPARE 13	107
AE	SPARE 14	106
AF	SPARE 15	105
AG	SPARE 16	104
AH	SPARE 17	103
AI	SPARE 18	102
AJ	SPARE 19	101
AK	SPARE 20	100
AL	SPARE 21	99
AM	SPARE 22	98
AN	SPARE 23	97
AO	SPARE 24	96
AP	SPARE 25	95
AQ	SPARE 26	94
AR	SPARE 27	93
AS	SPARE 28	92
AT	SPARE 29	91
AU	SPARE 30	90
AV	SPARE 31	89
AW	SPARE 32	88
AX	SPARE 33	87
AY	SPARE 34	86
AZ	SPARE 35	85
BA	SPARE 36	84
BB	SPARE 37	83
BC	SPARE 38	82
BD	SPARE 39	81
BE	SPARE 40	80
BF	SPARE 41	79
BG	SPARE 42	78
BH	SPARE 43	77
BI	SPARE 44	76
BJ	SPARE 45	75
BK	SPARE 46	74
BL	SPARE 47	73
BM	SPARE 48	72
BN	SPARE 49	71
BO	SPARE 50	70
BP	SPARE 51	69
BQ	SPARE 52	68
BR	SPARE 53	67
BS	SPARE 54	66
BT	SPARE 55	65
BV	SPARE 56	64
BW	SPARE 57	63
BX	SPARE 58	62
BY	SPARE 59	61
BZ	SPARE 60	60
CA	SPARE 61	59
CB	SPARE 62	58
CC	SPARE 63	57
CD	SPARE 64	56
CE	SPARE 65	55
CF	SPARE 66	54
CG	SPARE 67	53
CH	SPARE 68	52
CI	SPARE 69	51
CJ	SPARE 70	50
CK	SPARE 71	49
CL	SPARE 72	48
CM	SPARE 73	47
CN	SPARE 74	46
CO	SPARE 75	45
CP	SPARE 76	44
CQ	SPARE 77	43
CR	SPARE 78	42
CS	SPARE 79	41
CT	SPARE 80	40
CU	SPARE 81	39
CV	SPARE 82	38
CW	SPARE 83	37
CX	SPARE 84	36
CY	SPARE 85	35
CZ	SPARE 86	34
DA	SPARE 87	33
DB	SPARE 88	32
DC	SPARE 89	31
DD	SPARE 90	30
DE	SPARE 91	29
DF	SPARE 92	28
DG	SPARE 93	27
DH	SPARE 94	26
DI	SPARE 95	25
DJ	SPARE 96	24
DK	SPARE 97	23
DL	SPARE 98	22
DM	SPARE 99	21
DN	SPARE 100	20
DO	SPARE 101	19
DP	SPARE 102	18
DQ	SPARE 103	17
DR	SPARE 104	16
DS	SPARE 105	15
DT	SPARE 106	14
DU	SPARE 107	13
DV	SPARE 108	12
DW	SPARE 109	11
DX	SPARE 110	10
DY	SPARE 111	9
DZ	SPARE 112	8
EA	SPARE 113	7
EB	SPARE 114	6
EC	SPARE 115	5
ED	SPARE 116	4
EE	SPARE 117	3
EF	SPARE 118	2
EG	SPARE 119	1
EH	SPARE 120	T
EI	SPARE 121	T
EJ	SPARE 122	T
EK	SPARE 123	T
EL	SPARE 124	T
EM	SPARE 125	T
EN	SPARE 126	T
EO	SPARE 127	T
EP	SPARE 128	T
EQ	SPARE 129	T
ER	SPARE 130	T
ES	SPARE 131	T
ET	SPARE 132	T
EU	SPARE 133	T
EV	SPARE 134	T
EW	SPARE 135	T
EX	SPARE 136	T
EY	SPARE 137	T
EZ	SPARE 138	T
FA	SPARE 139	T
FB	SPARE 140	T
FC	SPARE 141	T
FD	SPARE 142	T
FE	SPARE 143	T
FF	SPARE 144	T
FG	SPARE 145	T
FH	SPARE 146	T
FI	SPARE 147	T
FJ	SPARE 148	T
FK	SPARE 149	T
FL	SPARE 150	T
FM	SPARE 151	T
FN	SPARE 152	T
FO	SPARE 153	T
FP	SPARE 154	T
FQ	SPARE 155	T
FR	SPARE 156	T
FS	SPARE 157	T
FT	SPARE 158	T
FU	SPARE 159	T
FV	SPARE 160	T
FW	SPARE 161	T
FX	SPARE 162	T
FY	SPARE 163	T
FZ	SPARE 164	T
GA	SPARE 165	T
GB	SPARE 166	T
GC	SPARE 167	T
GD	SPARE 168	T
GE	SPARE 169	T
GF	SPARE 170	T
GG	SPARE 171	T
GH	SPARE 172	T
GI	SPARE 173	T
GJ	SPARE 174	T
GK	SPARE 175	T
GL	SPARE 176	T
GM	SPARE 177	T
GN	SPARE 178	T
GO	SPARE 179	T
GP	SPARE 180	T
GQ	SPARE 181	T
GR	SPARE 182	T
GS	SPARE 183	T
GT	SPARE 184	T
GU	SPARE 185	T
GV	SPARE 186	T
GW	SPARE 187	T
GX	SPARE 188	T
GY	SPARE 189	T
GA	SPARE 190	T
GB	SPARE 191	T
GC	SPARE 192	T
GD	SPARE 193	T
GE	SPARE 194	T
GF	SPARE 195	T
GG	SPARE 196	T
GH	SPARE 197	T
GI	SPARE 198	T
GJ	SPARE 199	T
GK	SPARE 200	T
GL	SPARE 201	T
GM	SPARE 202	T
GN	SPARE 203	T
GO	SPARE 204	T
GP	SPARE 205	T
GQ	SPARE 206	T
GR	SPARE 207	T
GS	SPARE 208	T
GT	SPARE 209	T
GU	SPARE 210	T
GV	SPARE 211	T
GW	SPARE 212	T
GX	SPARE 213	T
GY	SPARE 214	T
GA	SPARE 215	T
GB	SPARE 216	T
GC	SPARE 217	T
GD	SPARE 218	T
GE	SPARE 219	T
GF	SPARE 220	T
GG	SPARE 221	T
GH	SPARE 222	T
GI	SPARE 223	T
GJ	SPARE 224	T
GK	SPARE 225	T
GL	SPARE 226	T
GM	SPARE 227	T
GN	SPARE 228	T
GO	SPARE 229	T
GP	SPARE 230	T
GQ	SPARE 231	T
GR	SPARE 232	T
GS	SPARE 233	T
GT	SPARE 234	T
GU	SPARE 235	T
GV	SPARE 236	T
GW	SPARE 237	T
GX	SPARE 238	T
GY	SPARE 239	T
GA	SPARE 240	T
GB	SPARE 241	T
GC	SPARE 242	T
GD	SPARE 243	T
GE	SPARE 244	T
GF	SPARE 245	T
GG	SPARE 246	T
GH	SPARE 247	T
GI	SPARE 248	T
GJ	SPARE 249	T
GK	SPARE 250	T
GL	SPARE 251	T
GM	SPARE 252	T
GN	SPARE 253	T
GO	SPARE 254	T
GP	SPARE 255	T
GQ	SPARE 256	T
GR	SPARE 257	T
GS	SPARE 258	T
GT	SPARE 259	T
GU	SPARE 260	T
GV	SPARE 261	T
GW	SPARE 262	T
GX	SPARE 263	T
GY	SPARE 264	T
GA	SPARE 265	T
GB	SPARE 266	T
GC	SPARE 267	T
GD	SPARE 268	T
GE	SPARE 269	T
GF	SPARE 270	T
GG	SPARE 271	T
GH	SPARE 272	T
GI	SPARE 273	T
GJ	SPARE 274	T
GK	SPARE 275	T
GL	SPARE 276	T
GM	SPARE 277	T
GN	SPARE 278	T
GO	SPARE 279	T
GP	SPARE 280	T
GQ	SPARE 281	T
GR	SPARE 282	T
GS	SPARE 283	T
GT	SPARE 284	T
GU	SPARE 285	T
GV	SPARE 286	T
GW	SPARE 287	T
GX	SPARE 288	T
GY	SPARE 289	T
GA	SPARE 290	T
GB	SPARE 291	T
GC	SPARE 292	T
GD	SPARE 293	T
GE	SPARE 294	T
GF	SPARE 295	T
GG	SPARE 296	T
GH	SPARE 297	T
GI	SPARE 298	T
GJ	SPARE 299	T
GK	SPARE 300	T
GL	SPARE 301	T
GM	SPARE 302	T
GN	SPARE 303	T
GO	SPARE 304	T
GP	SPARE 305	T
GQ	SPARE 306	T
GR	SPARE 307	T
GS	SPARE 308	T



# **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 Economic Development, at (916) 808-6747.

##### A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

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

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

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

\_\_\_\_\_.

##### 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 above is "Yes":

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

510 BERCLIT DR., STE. R  
SACRAMENTO, CA 95814

Specify: fixed office location or distribution point(s): FIXED OFFICE

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 119557

**3. DELIVERY GUARANTEE**

Contractor guarantees delivery within 90 days after receipt of order (ARO).

**4. PAYMENT DISCOUNT**

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

If Yes, the Payment Discount is 0 % 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. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

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

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

**6. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:**

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

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

CALIFORNIA  
State Where Bidder is Headquartered

**SECTION III – BIDDER RESPONSE DOCUMENTS****B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL  
BIDDER PRIOR TO START OF CONTRACT**

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

**1. CERTIFICATE OF INSURANCE**

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

**2. BUSINESS OPERATIONS TAX CERTIFICATE**

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

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

## SECTION III – BIDDER RESPONSE DOCUMENTS

**C. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: McCain - Inc.

Address: 2365 OAK RIDGE WAY, VISTA, CA. 92081

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

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

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

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

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

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

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

JoAnn Mills  
Signature of Authorized Representative

09/13/12  
Date

JoAnn Mills  
Print Name

VP of Human Resources  
Title

## SECTION III – BIDDER RESPONSE DOCUMENTS

**D. LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM**  
**LBE Two Percent (2%) Bid Evaluation Preference**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.<sup>1</sup> A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE 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 a qualified as a LBE prior to the time bids are received.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

**A. LOCAL BUSINESS ENTERPRISE (LBE)**

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

**YES** - the firm submitting the bid is qualified as a local business enterprise.

**NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

119557

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address\*:

McCain, Inc.  
510 BERGUT DR., Ste. R  
SACRAMENTO, CA. 95814

\* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

<sup>1</sup> The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

MUST BE POSTED IN CONSPICUOUS PLACE



**CITY OF SACRAMENTO**  
BUSINESS OPERATIONS TAX CERTIFICATE

119557

119557

Business Name	MCCAIN TRAFFIC SUPPLY INC	FROM	TO
Business Address	510 BERGUT DR V	Mo. Day Yr.	Mo. Day Yr.
Owner	JEFF MCCAIN	04/01/2012	03/31/2013
Type of Business	MFG+DISTRIBUTE TRAFFIC+PEDESTR		
Tax Classification	401		Expires

TOTAL  
PAID: \$985.89

MCCAIN TRAFFIC SUPPLY INC  
MARIA SUSZCZYNSKI  
2365 OAK RIDGE WAY  
VISTA, CA 92081-8348

**CITY OF SACRAMENTO**  
IF NOT  
VALIDATED 2012

**PAID**

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

SECTION III – BIDDER RESPONSE DOCUMENTS

**E. PRICING SCHEDULE**

**Traffic Signal Cabinet, TS2 TYPE 1, TYPE "R"**

For furnishing to the Department of Public Works, Transportation Services Division, Signals and Lighting Section: Traffic Signal Cabinets, TS2 Type 1, Type "R", in accordance with the specifications cited in Section II-C- Technical Specifications, herein. Prices quoted must be valid through June 30, 2013.

All items are to be supplied F.O.B. Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will 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. All items must be bid on order to be considered responsive.

Line Item	Description	Quantity	Unit Price	Extended Price
1	Traffic Signal Cabinet TS2 Type 1, Type "R"	10 each	\$ 10,742 <sup>00</sup>	\$ 107,420 <sup>00</sup>
			Tax (7.75%)	8,325 <sup>05</sup>
			Bid Total	\$ 115,745 <sup>05</sup>

**PRICING SCHEDULE NOTES:**

1. 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 Pricing Schedule. When such a mathematical error appears on the face of the Pricing Schedule, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure.
2. When an item price is required to be set forth in the Pricing Schedule, 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 Project Manager's estimate of the quantity of items required, the item price shall prevail over the sum set forth as the total of the item unless, in the sole discretion of the City. The total paid for each such item shall be based upon the item price and not the total price.

