



# City of Sacramento City Council

11

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

**Meeting Date:** 12/11/2012

**Report Type:** Consent

**Title: Agreement: Radio Equipment Services [2/3 Vote Required]**

**Report ID:** 2012-00848

**Location:** Citywide

**Recommendation:** Pass a Motion: 1) rejecting all bids and suspending competitive bidding for radio maintenance services, in the best interests of the City; and 2) authorizing the City Manager or his designee to (a) execute a nonprofessional services agreement with Motorola Solutions, Inc. for radio equipment maintenance services for an initial term of six months (January 1, 2013 to June 30, 2013) for an amount not to exceed \$229,284.40, with four one-year renewal options for an annual amount not to exceed \$368,569.40, for a total amount not to exceed \$1,703,562.30 for the maximum contract term; and (b) exercise the renewal options provided that sufficient funds are available in the budget adopted for the applicable Fiscal Year(s).

**Contact:** Xavier Covarrubias, IT Supervisor, (916) 808-8512; Gary S. Cook, Chief Information Officer, (916) 808-8600, Information Technology Department

**Presenter:** None

**Department:** Information Technology

**Division:** Technical Support Services

**Dept ID:**

## **Attachments:**

---

- 1-Description/Analysis
- 2-Motorola Agreement
- 3-Motorola Bid

---

## **City Attorney Review**

Approved as to Form  
Janeth D. San Pedro  
11/30/2012 2:52:52 PM

## **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
11/8/2012 5:09:15 PM

## **Approvals/Acknowledgements**

Department Director or Designee: Gary Cook - 11/21/2012 2:54:02 PM

## Description/Analysis

**Issue:** The City of Sacramento utilizes two-way radios to provide immediate, mission critical first responder and municipal services communications on a day-to-day basis as well as in emergency situations. The current agreement for radio maintenance services with Motorola Solutions, Inc. will expire December 31, 2012. On September 27, 2012, the Information Technology Department issued Invitation for Bid (IFB) Number B13071011003 for a qualified vendor to provide 24 hour/7 day a week radio equipment services and maintenance support. Motorola Solutions, Inc. was the only vendor to submit a bid.

**Policy Considerations:** The recommendations in this report are in accordance with the City's policy for the procurement of nonprofessional services, AP 4101, and the provisions of City Code Chapter 3.56 that authorize suspension of competitive bidding when it is in the best interest of the City. Suspension of competitive bidding requires a 2/3 vote by Council.

**Economic Impacts:** None

**Environmental Considerations:** The recommendation in this report involves continuing administrative or maintenance activities and does not constitute a "project" and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3);15378(b)(2)].

**Sustainability:** Under Phase 1 of the City of Sacramento's Climate Action Plan, all applicable "Green" technology initiatives will be considered prior to the purchase of IT equipment hardware and software.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Only one vendor, Motorola Solutions, Inc., submitted a bid in response to IFB No. B13071011003. However, Motorola also submitted additional terms and conditions with its bid that were deemed substantial in nature, necessitating that Motorola's bid be considered non-responsive. Nonetheless, based on Motorola's positive performance under the current contract, and favorable pricing offered by Motorola, staff believes it is in the best interest of the City to reject all bids and suspend further competitive bidding for radio maintenance services; and to enter into a new contract with Motorola Solutions with the negotiated additional terms and conditions for radio equipment services that staff considers reasonable.

Motorola has been the service provider for radio equipment maintenance for the past 10 years and has consistently exceeded the City's expectations with regard to customer service, technical ability and overall responsiveness to the City's communication needs.

**Financial Considerations:** No additional funding is requested. The amount for the initial six-month period from January 1, 2013 through June 30, 2013 will not exceed \$229,284.70, with four one-year renewal options for an annual amount not to exceed \$368,569.40, for a total amount not to exceed \$1,703,562.30 for the maximum contract term. The amount includes funding for additional parts and repairs, based upon an average over the last five years of additional work typically required to address damage caused by work-related accidents and other unforeseen causes. Funding for these radio services is identified in the user organizations' operating and/or Capital Improvement Program (CIP) budgets. Optional extensions of the agreement in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

**Emerging Small Business Development (ESBD):** Motorola Solutions, Inc. is not an emerging or small business.



PROJECT #: N/A  
 PROJECT NAME: Radio Equipment Services  
 DEPARTMENT: Information Technology  
 DIVISION: Technical Support Services  
 CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Motorola Solutions, Inc.  
 6450 Sequence Drive  
 San Diego, CA 92121  
 Phone: 818-843-3068 / [GRG030@motorolasolutions.com](mailto:GRG030@motorolasolutions.com)*

("CONTRACTOR"), who agree as follows:

- Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- |  |                                      |
|--|--------------------------------------|
| Invitation to Bid                                    | Workers' Compensation Certificate    |
| Instructions to Bidders                              | Contractor's Bid Proposal Form       |
| Certificate(s) of Insurance                          | ESBD Program Statement               |
| Drug-Free Workplace Policy and Affidavit             | Technical Specifications             |
| Declaration of Compliance (Equal Benefits Ordinance) | Supplemental Provisions to Exhibit D |
| Declaration of Compliance (Living Wage Ordinance)    |                                      |

- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, as amended by the Supplemental Provisions to Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions as amended by the Supplemental Provisions to Exhibit D and any other terms or conditions of any document made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions as amended by the Supplemental Provisions to Exhibit D shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination In Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination In Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

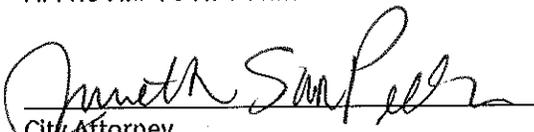
Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_  
Gary S. Cook, Chief Information Officer  
Information Technology Department  
For: John F. Shirey, City Manager

ATTEST:  
\_\_\_\_\_  
City Clerk

APPROVED TO AS FORM:

  
\_\_\_\_\_  
City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Motorola Solutions, Inc.

36-1115800  
Federal I.D. No.

30-616008  
State I.D. No.

51147  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)



Signature of Authorized Person  
PAOLO CALZAGHE

Print Name and Title Customer Support Manager

N/A  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

Name of Contractor: Motorola Solutions Inc

Address: 6450 Sequoia Drive San Diego, CA 92121

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
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 Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
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 the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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

  
Signature of Authorized Representative

Date: 11-29-12

Print name: PAOLO CATTAGIRONE

Title: Customer Support Manager

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: Motorola Solutions Inc.

Address: 1303 E. Algonquin Rd. Schaumburg, IL 60196

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.

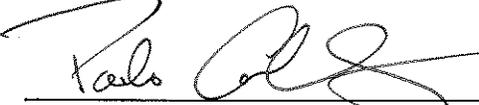
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the 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.

  
\_\_\_\_\_  
Signature of Authorized Representative

11-29-12  
\_\_\_\_\_  
Date

PAOLO CALZAGIONE  
\_\_\_\_\_  
Print Name

Customer Support Manager  
\_\_\_\_\_  
Title

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Xavier Covarrubias, IT Supervisor  
1000 I Street, Suite 120, Sacramento, CA 95814  
Phone 916-808-8512 / FAX 916-808-8516 / [xcovarrubias@cityofsacramento.org](mailto:xcovarrubias@cityofsacramento.org)*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Paolo Caltagirone  
Motorola Solutions, Inc., 6450 Sequence Drive, San Diego, CA 92121  
Phone 650-577-0339 / [GRG030@motorolasolutions.com](mailto:GRG030@motorolasolutions.com)*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.**

The services provided shall be as set forth the Request for Bid B13071011003 and in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**3. Time of Performance.** The services described herein shall be provided during the initial term period from January 1, 2013 through June 30, 2013, with the option to renew, at the City's sole discretion, for up to four (4) additional one-year periods.

**RADIO EQUIPMENT SERVICES AGREEMENT  
TECHNICAL SPECIFICATIONS**

**I. Scope of Service**

- a. The maintenance provided by the Contractor will be a one price for all services concept. The Contractor shall provide an adequate number of personnel for all combined tasks covered under this agreement, which shall include a minimum of at least one shop technician, one installer, two full time field technicians plus proper back up staff. The maintenance service will include on-site maintenance for police, fire and local government departments on an as needed basis. The on-site maintenance will be provided at Fire Headquarters, Fire Stations, Police Headquarters, Police Substations, Police Communications Center, Camp Sacramento (El Dorado County) and City Corporation Yards. Contractor is required to maintain a fully equipped radio shop, within the City's geographical limits, which will be subject to City approval on an annual basis. The shop at a minimum is to include at least one secure indoor work area that has a ceiling height of fourteen feet in the clear with a length of 45 feet (capable of housing a large "hook and ladder" fire truck). The building must also possess a vehicle access door that is at least 10 feet wide by 12 feet high. The facility shall also have an actively monitored alarm system that reports to the Sacramento Police Department. The shop must also meet the minimum specifications by FM Global as an "FM Approved" service / maintenance facility, (specifically for the repair of intrinsically safe 2-way radios). The contractor has six months from the award of contract to comply with the shop facilities requirements listed above. If in the opinion of the City, the shop facilities are not sufficient this Agreement may be terminated by the City.
- b. The City has purchased approximately 5% spare equipment. It is presumed that the spare equipment benefits the City and the Contractor in accomplishing speedy repairs; consequently, the spares are not included in the equipment price schedules. Contractor shall be responsible for the security of City spares stored at the contractor's shop or service vehicles.
- c. Contractor shall furnish all services, parts, material and labor to repair equipment, which has become defective through normal wear and usage. Parts and materials used shall be in accordance with equipment manufacturer's recommendation and approved by the City. The equipment maintained will include, but is not limited to, that supplied by manufacturers such as Motorola, DataRadio, Kenwood, Bendix King, ICOM, Panasonic and E.F. Johnson.
- d. Contractor will provide an all-inclusive maintenance and installation service for radio, mobile radio modem (MRM), mobile data terminal (MDT), and related equipment for all City Departments. Contractor will include installation and removals for all existing equipment within City Departments at no additional charge. Repairs, installations and removals of equipment will be done at a City facility or at the Contractor's shop as determined by the City as a part of the inclusive service. Removals and installation of control stations, their respective remote control units and antennas will also be included in this service at no additional charge. It is the City's responsibility to furnish power and transmission line conduits for control stations. The Contractor shall include in this service all miscellaneous hardware, cable, wire, antennas, relays, fuses, etc., required for a

complete installation and service program. Voice privacy or scramblers are included in the base price of the radio maintenance at no additional charge. Duplexers, combiners, multicouplers, isolators, circulators and lightning protection devices are included in base/repeater station maintenance rates at no additional charge. Mobile radio equipment includes all ancillary devices, such as microphones, keypad microphones, DEK heads, horn light relays, loudspeakers, intercom and headset systems at no additional charge. Communications Center console equipment shall include all supporting ancillary equipment and central electronic banks (CEB) to the County backbone demarcation point at no additional charge. Batteries, antennas, portable radio belt clips and radio programming are included at no additional charge. Portable radio battery chargers and multi-bank chargers are included at no additional charge. Uninterruptible Power Supplies (UPS) shall be load tested on an annual basis at no additional charge. Fire Station Alerting systems including but not limited to; RF control stations, signal processing equipment and visual / audible alerting devices will be the responsibility of the contractor. The City can provide documentation and training on these systems as necessary.

- e. Batteries shall be replaced when their rated capacity falls below 90%. Batteries aged more than two years that falls below 90% their rated capacity, shall be replaced with new (not reconditioned) batteries. Batteries shall be exact replacements unless approved otherwise by City representative. UPS batteries shall be replaced within the guidelines of the manufacturer or immediately if the UPS fails a load test. Contractor shall be responsible for the disposal of all types of used batteries.
- f. For the purpose of this Bid, a mobile is a truck, sedan, van, station wagon, motorcycle, fire apparatus, medic, patrol car, undercover car, pickup truck, boat (watercraft) or aircraft. (It is not required however for the vendor to have any FAA certifications).
- g. Removal and installation of equipment included in the schedules in this agreement are included in the monthly maintenance rates at no additional charge to the City. However, installation of new equipment such as a mobile or control station will be an additional charge to the City and will be priced according to Equipment Price Schedules, except when *replacing* existing systems or equipment. After the initial installation of new equipment, future removal and reinstallation of the same equipment into another mobile or facility will be included in the monthly maintenance rates at no additional charge. The City's fleet turnover rate is estimated as follows: Police: 70 mobiles per year, 10 motorcycles per year, 10 Sgt. mobile swaps per year. Local Government: 35 mobiles per year, Fire: 10 mobiles per year, 3 medic mobiles per year. The majority of Police and Fire mobiles contain more communications equipment than other City mobiles. Including but not limited to: Voice radio, Mobile radio modem, Startguard, multiple antennas, (including but not limited to - voice radio, data radio, GPS, Wi-Fi), Mobile data computer (including timers, relays, display, keyboard, cables), Fuse Block, Equipment Slide-out Shelf (reconditioned during installation), and Map Light. Therefore, the price schedule for Police and Fire mobiles should be adjusted accordingly by the Contractor.
- h. Services will be in accordance with manufacturer's standard commercial practices, and will be performed at a location agreeable to City. All equipment shall be maintained at no less than equal to the maintenance specifications recommended by the manufacturer for the items on the equipment schedule.
- i. In the case of subcontracting, it will be the Contractor's responsibility to provide unit level trouble-shooting services and to include all parts and shipping costs in the bid price. For additional requirements regarding subcontracting, see Special Provisions, Subcontracts

and Assignments.

- j. Maintenance does not include the repair or replacement of equipment which has become defective due to major damage caused by accidents, misuse of the equipment, civil insurrection, fire, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather conditions and acts of nature. Minor breakage or damage is included in this contract. In any case, the damage must be beyond the control and without fault or negligence of the Contractor. The City representative will make the final determination as to "major damage."
- k. Technical information in the possession of the City pertaining to the items on the equipment schedule shall be made available to the Contractor. This information shall remain the property of the City and shall be returned at the termination of the contract. Contractor shall obtain the technical information required, in addition to that supplied by the City. Such additional information obtained shall be turned over to the City at the termination of the contract. The City will purchase the manuals obtained by the Contractor when the contract is terminated. The City's purchase price for the manuals shall be the price paid for them by the Contractor. If the Contractor cannot furnish proof of the purchase price, the price of each manual shall be deemed to be five dollars.
- l. The Contractor shall furnish to the City representative an annual preventive maintenance schedule for each base station, control station, repeater, voter receiver system, BOA system listed on the equipment schedules. Mobile data base station site equipment shall be serviced two times annually. The contractor shall perform preventive maintenance to mobiles as part of the removal/installation process or as directed by the City representative. Portable radio equipment shall have preventive maintenance performed as directed by the City representative.
- m. Contractor shall maintain a stock of service parts and components in an adequate amount to ensure prompt maintenance and repair. The cost of the inventory of spare parts shall be Contractor's responsibility.
- n. All parts and sub-assemblies, proposed to be replaced by the Contractor, shall be replaced as recommended by the manufacturer of the equipment; however, substitutions may be proposed by the Contractor and shall be subject to approval by the City representative. Items proposed for substitution shall be reviewed by the City representative for compliance with manufacturer's specifications and field performance standards.
- o. The Contractor and the City representative shall agree on the hours available for routine maintenance. It is expected that most City equipment will be available Monday through Friday, 8:00a.m. -5:00p.m., excluding City holidays.
- p. Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this bid. Contractor's work within City facilities shall be confined to the area occupied by the operating equipment during its normal use, except as authorized by the City representative.
- q. The Contractor shall report equipment showing excessive periods of down time, excessive preventative maintenance and high malfunctions. The City representative will evaluate the information submitted and determine whether or not the equipment will be replaced at City's expense or continued to be maintained at the Contractor's expense.

- r. The maintenance and repair service is intended to be a comprehensive service that includes all parts and labor and will eliminate extra charges for minor breakage and damage. However, major repairs to equipment necessitated by operator misuse, intentional damage by other than Contractor personnel or damage caused by actions beyond the control of the Contractor or City, shall be repaired when authorized by the City representative. The cost of the parts and labor shall be extra and shall be according to the rate schedule submitted by Contractor. Such equipment repair shall be invoiced separately from the equipment service and repairs conducted as regularly scheduled maintenance.
- s. It shall be the responsibility of the Contractor to comply with all Agency requirements for licensing and permits required for the legal operation of the City's RF communications systems. Prior to the execution of any contract, the successful bidder shall possess valid licenses and permits (including but not limited to a FCC General Radio Operator's License). Any applications required to maintain valid licenses and permits, now or in the future, shall be the responsibility of the Contractor.
- t. Contractor shall assign one contact representative to coordinate the performance of the contract with City representative. City representative shall be responsible for scheduling installations, removals, preventive maintenance, modifications, and requests for service concerning all items of the City's systems. Information required by the Contractor's contract representative concerning service or scheduling shall be directed only to the City representative.
- u. Any requests for service received by the Contractor's contract representative from other than the City representative shall immediately be referred to the City representative who shall approve, or obtain approval for the request, prior to authorizing the Contractor to perform the work requested.
- v. Each item of equipment listed on the equipment schedule, which is installed, removed, repaired, relocated or serviced in any way, shall be recorded on a service order. Each service order shall provide the following:
  - i. Vehicle number or equipment location
  - ii. Type of equipment
  - iii. Model number
  - iv. Serial number
  - v. City inventory number
  - vi. Date of service
  - vii. Complete description of work performed, and parts used.
- w. The original service order form providing full detail of work performed that is to be retained by the customer in the FCC file will not be forwarded to the City, but will be retained by the Contractor with the location indicated to the city. The original service order, or copy, will be made available for City review upon request. Any work performed, as a requirement of any City organization shall be so noted in the service report.
- x. The contractor shall be responsible for keeping an accurate up-to-date inventory of City equipment. Contractor shall provide an updated inventory to the City representative on a monthly basis.
- y. The Contractor shall be responsible to insure that each person assigned to perform service

on or make repairs to any system shall be qualified, licensed and/or certified to perform such work. Copies of valid FCC licenses must be submitted with bid response package for those employees that are anticipated to be assigned to this contract (installers excluded). Contractor personnel may be subjected to City background checks, (at the cost of the vendor). If, in the opinion of the City representative, any person assigned to the contract is not qualified, the Contractor shall remove that person upon notification and shall provide a qualified replacement.

- z. Training of the Contractor personnel shall be the Contractor's responsibility (including all costs incurred) and shall be additionally provided as required by the systems demands. The City shall provide information to the Contractor about planned modifications, improvements, or additions to the systems which would require additional Contractor training effort.
- aa. Contractor personnel shall wear identification in the form of a badge whenever working on City premises. At a minimum, the I.D. badge shall include name of company, as well as a current photo and the name of the employee. All employees assigned to the contract and working in City facilities are required to wear professional attire consistent with the job function. For example; a collared polo shirt (with or without company logo) and jeans is acceptable.
- bb. Special projects are included as part of the services. The cost of the parts and labor shall be extra and shall be according to the rate schedule submitted by the Contractor. Projects shall be invoiced separately from the equipment service and repairs conducted as regularly scheduled maintenance. The exception is in the direct replacement of existing systems already covered under this contract.
- cc. Programming radios and related equipment is included as part of the services. Programming includes creating and/or modifying codeplugs, CEBs and radio console work stations. The contractor is responsible for obtaining radio programming software, cables and interface boxes.

## **2.0 Response/Repair Time**

- a. During normal business hours, upon receipt of notice of an outage or malfunction, the Contractor shall initiate repairs or adjustments as required to place the equipment in normal working condition. Response time is defined as the allotted time from receipt of trouble call, to arrival at equipment site by authorized service personnel. The following response times will apply on occasion of interruption or interference preventing the use of, or transmission through, the equipment maintained:
- b. 30 minute response time for mobile data Multi-Site Controller, control stations, repeaters, dispatch console problems, and key command mobiles, or equipment as defined by the City representative.
- c. The remaining systems and mobiles response time will be 2-hours, or as defined by the City Representative.
- d. The City representative reserves the right to prioritize repairs as needed.

## **3.0 Emergency Service**

- a. In addition to regularly scheduled preventative maintenance, or other routine maintenance necessary to comply with provisions of this agreement, the Contractor (at no additional charge) shall provide emergency service 365-days per year, 24-hours per day.
- b. A service technician shall be made available for emergency service at any time during the contract period and shall respond as directed by the City representative.
- c. Should an emergency occur during normal working hours, the Contractor's technicians shall be directed by the City representative, under priority of requirements as determined by him, to service or repair such equipment required for emergency operations and/or normal operations.
- d. Base stations, Repeaters, Communications Center equipment, and key command mobiles require 24-hour emergency service. This service requires a 20 minute voice response with 2 hour on site.
- e. Tower beacon controller and beacon monitor outage requires a 2-hour response time. Support for tower beacon, tower side light, beacon controller and monitoring equipment is included.
- f. Contractor shall provide a weekend/holiday technician on-call list to City representative. An alternate technician shall be named in case the on-call technician is not available.
- g. The means of contacting the emergency service technician shall be designated by City Representative

#### 4.0 Maintenance Standards

- a. All equipment shall be maintained to manufacturer's specifications.
- b. Exact manufacturer's replacement parts shall be used in the repair of radio equipment to the maximum extent practical. When other than manufacturer's parts are used they shall be of equal quality and technical ratings. The City Representative has final approval authority.
- c. Preventative maintenance of fixed equipment shall be performed annually (data-base stations twice annually) and shall include as a minimum the following:
  - d. Physical inspection of equipment, housings, antennas, mobile antenna mounts, control heads, microphones, air filters, and cables. Adjustments or corrections shall be made as required.
  - e. Any oil, water, dirt, dust and foreign substances shall be *removed* from the equipment and air filters.
  - f. Measurements of transmit power output and adjustment to rated output as necessary.
  - g. All fixed equipment shall include sweeping their respective transmission lines, lightning protection devices and antennas with TDR or FDR equipment such as the Anritsu "Site Master". It is the responsibility of the contractor to correct any deficiency.
  - h. Measurement and any necessary adjustment of frequency and modulation.

- i. Measurement and any necessary adjustment of receiver sensitivity.
- j. Measurement and any necessary adjustment of digital or CTCSS system.
- k. Any other corrective action necessary to bring equipment to manufacturer's specifications or FCC requirements.
- l. Measure standing wave ratio of antenna system. Make repairs as needed.
- m. All test equipment used must be maintained and calibrated per manufacture specifications, and the Contractor must retain all calibration certifications /documentation, with ability to produce on request of the City representative.
- n. Fixed station antennas, transmission lines and lightning protectors shall be maintained, as necessary, including documentation requests or upon the direction of the City's designated representative. The Contractor shall pay the cost for replacement parts and material.
- o. Power output of all transmitters shall be maintained within 10% of the Manufacturers Rated Output Power unless otherwise directed by the City or restricted by the Federal Communications Commission.
- p. The Contractor shall not make modification of equipment unless specifically approved by the City's representative.

#### **5.0 Installation Standards**

- a. Housings shall be securely mounted in such a manner as to prevent the equipment from coming loose due to vibration.
- b. All cables shall be neatly arranged and taped or tied, where necessary, and positioned in a manner to protect them from damage.
- c. The antenna system shall be properly matched and tuned to provide optimum power output from the antenna.
- d. The finished installation shall be checked physically and technically (by the designated City Representative and Contractor) and any corrective work shall be done.
- e. The City shall give Contractor or its subcontractors at least three days' notice when requesting installation work unless emergency conditions exist, e.g., a vehicle accident.
- f. Inasmuch as system integrity is vital in a complex communication system, the City reserves the right to assess the qualifications of persons called upon to perform installation work on equipment included in this contract.

#### **6.0 Add-On Equipment**

- a. New equipment purchased by the City may be added to the contract, at the then prevailing rates for like equipment.

- b. The City reserves the right to add, delete, or change equipment on the equipment schedule as required and directed by City representative. Additions or deletions may be single items or include complete systems. For additions or changes, the yearly cost of maintenance shall be determined on the same basis as the prices currently in effect for existing or like items. Such additions, deletions or changes, that consist of less than 5% of the entire inventory, shall become effective immediately for service, but charges shall not start or end until the beginning of the next fiscal year. If the City adds a major system, that system may, at the City's option, be added to this agreement.

## 7.0 System Support

- a. Contractor will have under its employ and will provide the following systems support services on a no-charge basis.
- b. In cases of system coverage, multi-system frequency compatibility, system expansion, interference or new system requirements, systems engineering assistance shall be provided.
- c. In case of RF interference and where a spectropurity analysis is requested, Contractor owns and will have available test equipment (e.g., spectrum analyzer) necessary to make this test and will make tests and recommendations for resolution.
- d. As required, Contractor will assist the City in securing new FCC licenses.
- e. Contractor agrees to provide a rapid parts procurement procedure, which provides an expedient next day response to repair action requests on high priority and/or critical communications equipment covered by this contract. This procedure shall be used as necessary or if deemed appropriate by the City representative at no additional charge.
- f. Contractor shall work with Telephone Company personnel to identify location of any malfunctions of leased lines as associated with communications systems covered under this contract.
- g. Contractor shall work with other equipment maintenance contractors for repairs of equipment, which is interconnected, interfaced, or associated with the City's radio systems. Examples of such contractors would be, but not limited to: Verizon, Sacramento County, and AT&T. This service shall be provided at no additional charge regardless of where the problem originated. The contractor is to remain engaged in the troubleshooting process until the issue is resolved.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$229,284.40 for the initial term period from January 1, 2013 through June 30, 2013, with the option to renew up to four (4) additional one-year periods, not exceeding \$368,569.40 per year, for a maximum total contract amount not-to-exceed \$1,703,562.30.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Information Technology  
1000 I Street, Suite 120, Sacramento, CA 95814  
Phone 916-808-8512 / FAX 916-808-8516 / xcovarrubias@cityofsacramento.org  
Attn: Xavier Covarrubias*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1A

BID NUMBER: B13071011003

**LOCAL GOVERNMENT - Trunked**

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>Mobile Radios</b>				
Motorola	MCS 2000 T3	42	\$ 7.00	\$ 294.00
Motorola	XTL2500	545	\$ 6.50	\$ 3,542.50
		<u>587</u>	SubTotal	<u>\$ 3,836.50</u>
<b>Portable Radios</b>				
Motorola	MTS 2000 T1 (Cache)	6	\$ 2.00	\$ 12.00
Motorola	MTS 2000 T2	135	\$ 7.00	\$ 945.00
Motorola	MTS 2000 T3	15	\$ 7.00	\$ 105.00
Motorola	MTS 2000 T3 (Cache)	25	\$ 2.00	\$ 50.00
Motorola	MTS 2000 Vehicular Charger	2	\$ 5.00	\$ 10.00
Motorola	XTS 2500 T2	35	\$ 6.50	\$ 227.50
Motorola	XTS 2500 T3	3	\$ 6.50	\$ 19.50
		<u>221</u>	SubTotal	<u>\$ 1,369.00</u>
<b>Control Stations &amp; Remotes</b>				
Motorola	Spectra Astro	2	\$ 7.00	\$ 14.00
Motorola	XTL5000	20	\$ 6.50	\$ 130.00
Motorola	L1475A Remote	10	\$ 4.50	\$ 45.00
Motorola	PL3030A Remote	3	\$ 4.50	\$ 13.50
Motorola	CDN1337A Remote adaptor	1	\$ 2.00	\$ 2.00
Motorola	L1652A Remote adaptor	5	\$ 2.00	\$ 10.00
Motorola	L3223A Remote	28	\$ 4.50	\$ 126.00
Motorola	L3208A Remote adaptor	2	\$ 2.00	\$ 4.00
		<u>71</u>	SubTotal	<u>\$ 344.50</u>
				<u>\$ 5,550.00</u>
				Monthly Total
				<u>\$ 66,600.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1B

BID NUMBER: B13071011003

**LOCAL GOVERNMENT - Conventional**

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>CONVENTION CENTER</b>				
Motorola	Repeater UHF 10W	1	\$ 6.50	\$ 6.50
Motorola	P1225 Portable	16	\$ 6.50	\$ 104.00
Motorola	CT250 Portable	12	\$ 6.50	\$ 78.00
Motorola	CP200 Portable	24	\$ 6.50	\$ 156.00
Motorola	PR400 Portable	2	\$ 6.50	\$ 13.00
		<u>55</u>	Sub Total	<u>\$ 357.50</u>
<b>ZOO</b>				
Motorola	Repeater MSF5000 (800 MHZ)	1	\$ 12.00	\$ 12.00
Motorola	Repeater GR1225 (UHF)	1	\$ 6.50	\$ 6.50
Motorola	MTS 2000	80	\$ 7.00	\$ 560.00
ICOM	IC-F24S (warranty)	0	\$ -	\$ -
		<u>82</u>	Sub Total	<u>\$ 566.50</u>
			\$ -	
<b>WASTE WATER COLLECTION</b>				
Motorola	P1225	20	\$ 6.50	\$ 130.00
			\$ -	
<b>CAMP SACRAMENTO</b>				
ICOM	IC-F24S (warranty)	0	\$ -	\$ -
		<u>0</u>	Sub Total	<u>\$ -</u>
<b>ANIMAL CONTROL</b>				
Motorola	P1225	4	\$ 6.50	\$ 26.00
ICOM	IC- F24(S)	9	\$ 7.00	\$ 63.00
ICOM	IC- F60(S)	1	\$ 7.00	\$ 7.00
		<u>14</u>	Sub Total	<u>\$ 96.00</u>
				<u>\$ 1,150.00</u>
				Monthly Total
				<u>\$ 13,800.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1C

BID NUMBER: B13071011003

***FIRE - Trunked***

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b><i>Mobile Radios</i></b>				
Motorola	MCS2000 type 3	19	\$ 7.00	\$ 133.00
Motorola	XTL5000 W9	3	\$ 6.50	\$ 19.50
Motorola	XTL2500 warranty	163	\$ 3.50	\$ 570.50
		<u>185</u>	SubTotal	<u>\$ 723.00</u>
<b><i>Portable Radios (Intrinsically safe)</i></b>				
Motorola	APX 6000 type 2 warranty	335	\$ 3.50	\$ 1,172.50
Motorola	MTS2000 type 2 (cache)	200	\$ 2.00	\$ 400.00
		<u>535</u>	SubTotal	<u>\$ 1,572.50</u>
<b><i>Control Stations</i></b>				
Motorola	XTL 2500 Control Station	34	\$ 6.50	\$ 221.00
Motorola	Spectra C5D Stn Monitor	2	\$ 7.00	\$ 14.00
Motorola	XTL5000 Control Stn. warranty	1	\$ 3.50	\$ 3.50
		<u>37</u>	SubTotal	<u>\$ 238.50</u>
<b><i>Mobile Data</i></b>				
Motorola	VRM650	33	\$ 6.50	\$ 214.50
Motorola	VRM850	50	\$ 6.50	\$ 325.00
Motorola	9100/386 MDT	5	\$ 7.00	\$ 35.00
		<u>88</u>	SubTotal	<u>\$ 574.50</u>
				<u>\$ 3,108.50</u>
				Monthly Total
				<u>\$ 37,302.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1D

BID NUMBER: B13071011003

***FIRE - Conventional***

Manufacturer	Type/Description	Count	Month	Extended
<b><i>Mobile Radios</i></b>				
Motorola	XTL 2500	20	\$ 6.50	\$ 130.00
Kenwood	TK790 VHF	65	\$ 7.00	\$ 455.00
		85	SubTotal	\$ 585.00
<b><i>Portable Radios</i></b>				
Bendix/King	GPH (VHF)	60	\$ 7.00	\$ 420.00
		60	SubTotal	\$ 420.00
<b><i>Control Stations</i></b>				
Motorola	APX 6500 Consolette (VHF)	22	\$ 6.50	\$ 143.00
Motorola	XTL 2500 Consoletted (VHF)	2	\$ 6.50	\$ 13.00
		24	SubTotal	\$ 156.00
<b><i>Repeater</i></b>				
Motorola	Quantar Repeater (VHF)	1	\$ 12.00	\$ 12.00
Motorola	AstroTac Receiver (VHF)	6	\$ 12.00	\$ 72.00
Motorola	Voting Comp.	1	\$ 7.00	\$ 7.00
		8	SubTotal	\$ 91.00
<b><i>Miscellaneous</i></b>				
Computer	MOSCAD Siren PC, printer	1	\$ 10.00	\$ 10.00
Motorola	MOSCAD FIU (Siren)	1	\$ 10.00	\$ 10.00
Motorola	MOSCAD RTU (Siren)	24	\$ 8.00	\$ 192.00
Station System	Fire Station Alerting System	24	\$ 8.00	\$ 192.00
Station System	Speakers	110	\$ 2.00	\$ 220.00
TX/RX	BDA, Federal Court House	1	\$ 9.00	\$ 9.00
TX/RX	BDA, K-street Plaza Garage	2	\$ 9.00	\$ 18.00
TX/RX	BDA, Cal EPA	1	\$ 9.00	\$ 9.00
SensaPhone	Tower light alarm and monitor	1	\$ 17.00	\$ 17.00
Dialight / Slatercom	Tower beacon/light controller	1	\$ 17.00	\$ 17.00
		163	SubTotal	\$ 694.00
				\$ 1,946.00
				Monthly Total
				\$ 23,352.00
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1E

BID NUMBER: B13071011003

**POLICE - Trunked**

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>Mobile Radios</b>				
Motorola	XTL5000 W9	27	\$ 6.50	\$ 175.50
Motorola	XTL5000 Motorcycle	2	\$ 6.50	\$ 13.00
Motorola	MCS2000 T3	26	\$ 7.00	\$ 182.00
Motorola	XTL2500	255	\$ 6.50	\$ 1,657.50
		<u>310</u>	SubTotal	<u>\$ 2,028.00</u>
<b>Portable Radios</b>				
Motorola	XTS 2500 T2	470	\$ 6.50	\$ 3,055.00
Motorola	XTS 2500 T3	67	\$ 6.50	\$ 435.50
Motorola	MTS 2000 T2 (Cache Radios)	80	\$ 2.00	\$ 160.00
Motorola	MTS 2000 T2	495	\$ 7.00	\$ 3,465.00
Motorola	MTS 2000 T3	75	\$ 7.00	\$ 525.00
Motorola	APX 6500 T2	15	\$ 6.50	\$ 97.50
		<u>1202</u>	SubTotal	<u>\$ 7,640.50</u>
<b>Control Stations</b>				
Motorola	Spectra A7	9	\$ 7.00	\$ 63.00
Motorola	XTL5000	22	\$ 6.50	\$ 143.00
		22	SubTotal	<u>\$ 206.00</u>
<b>Control Station Remotes</b>				
Motorola	MC282.220, headset jack, footswitch	20	\$ 4.50	\$ 90.00
Motorola	L1925A Comtegra	4	\$ 4.50	\$ 18.00
		<u>24</u>	SubTotal	<u>\$ 108.00</u>
<b>Consoles (includes ancillary equipment)</b>				
Motorola	Gold Elite, CIE, PC, jacks, footswitch	20	\$ 25.00	\$ 500.00
				<u>\$ 10,482.50</u>
				Monthly Total
				<u>\$ 125,790.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1F

BID NUMBER: B13071011003

**POLICE - Conventional**

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>Mobile Radios</b>				
Kenwood	TK790, VHF (MIC)	1	\$ 7.00	\$ 7.00
Kenwood	TK890, UHF (MIC)	1	\$ 7.00	\$ 7.00
		2	SubTotal	\$ 14.00
 <b>Suitcase Alarm System</b>				
Motorola	Suitcase Alarm Transmitters	2	\$ 6.50	\$ 13.00
	Head end equipment: PC, Term, System watch, radio, RIM, etc.	1	\$ 22.45	\$ 22.45
		3	SubTotal	\$ 35.45
 <b>Miscellaneous</b>				
TX/RX	BDA (North substation)	1	\$ 9.00	\$ 9.00
TX/RX	BDA (South substation)	1	\$ 9.00	\$ 9.00
TX/RX	BDA Rosemont High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA McClatchy High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Einstein Middle School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Kennedy High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Kit Carson Middle School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Inderkum High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA California Middle School	1	\$ 9.00	\$ 9.00
TX/RX	BDA H Allen Height Middle School			
TX/RX	BDA Grant High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Public Safety Center	1	\$ 9.00	\$ 9.00
Motorola	MTVA (for MTS2000) (EVOC)	15	\$ 5.00	\$ 75.00
Eventide	Instant Call Check Recorder	5	\$ 8.00	\$ 40.00
SensaPhone	Tower light alarm and monitor	1	\$ 17.00	\$ 17.00
Dialight / Slatercom	Tower beacon/light controller	1	\$ 17.00	\$ 17.00
		33	SubTotal	\$ 248.00
				\$ 297.45
				Monthly Total
				\$ 3,569.40
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1G

BID NUMBER: B13071011003

**POLICE - Mobile Data**

	Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>Mobile</b>					
	DataRadio	MRM	265	\$ 5.50	\$ 1,457.50
	DataRadio	MRM warranty	0	\$ -	\$ -
	Newmar	Startguard	265	\$ 4.00	\$ 1,060.00
	D&R Electronics	Equipment shelf	256	\$ 5.00	\$ 1,280.00
			<u>786</u>	SubTotal	<u>\$ 3,797.50</u>
<b>Comcen</b>					
	DataRadio	Multi Site Controller/HA (w/remote Mfg. tech support)	1	\$ 25.00	\$ 25.00
	DataRadio	Network Management System (w/remote Mfg. tech support & hardware service agreement)	1	\$ 25.00	\$ 25.00
			<u>2</u>	SubTotal	<u>\$ 50.00</u>
<b>Alhambra Water Tank</b>					
	DataRadio	ParagonPD 800 MHz DBS (Includes BDLC, CSU, UPS)	4	\$ 16.50	\$ 66.00
<b>Brighton Heights</b>					
	DataRadio	ParagonPD 800 MHz DBS (includes BDLC, CSU)	3	\$ 16.50	\$ 49.50
				Police	<u>\$ 4,013.00</u>
					Monthly Total
					<u>\$ 48,156.00</u>
					Annual Total

**RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1H**

BID NUMBER: B13071011003

**Unit cost of installation and removal of equipment not described in other schedules**

**Local Government**

Sedans	Installation	\$ 246.93
	Removal	\$ 123.40
Pickups/Vans/Station wagons	Installation	\$ 246.93
	Removal	\$ 123.40
Trucks, 1-ton or larger	Installation	\$ 296.33
	Removal	\$ 123.40

**Fire**

Sedans	Installation	\$ 246.93
	Removal	\$ 123.40
Pickups/Vans/Station Wagons	Installation	\$ 246.93
	Removal	\$ 123.40
Medic	Installation	\$ 1,975.46
	Removal	\$ 246.94
Fire Trucks or Engines	Installation	\$ 987.77
	Removal	\$ 123.40

**Police**

Patrol Cars	Installation	\$ 1,975.46
	Removal	\$ 246.94
Undercover Cars	Installation	\$ 296.33
	Removal	\$ 123.40
Motorcycles	Installation	\$ 1,481.66
	Removal	\$ 493.89
Pickups/Vans/Station Wagons	Installation	\$ 249.00
	Removal	\$ 125.00
MTVA (Vehicular adaptor, including DC power off)	Installation	\$ 246.94
	Removal	\$ -

**Labor rates for projects and work not covered under schedules**

	Straight Time	Overtime
Technician, hourly rate	\$ 150.00	\$ 225.00
Installer, hourly rate	\$ 125.00	\$ 187.50

**For parts and material not covered under schedules; prices shall be based on Contractor's cost plus:**

<b>35%</b>
------------

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*  Not furnish any facilities or equipment for this Agreement; or  
 furnish the following facilities or equipment for the Agreement *[list, if applicable]*:

**EXHIBIT D  
NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**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. **Conflicts 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. 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.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

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." \_\_\_\_\_ (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:

\_\_\_\_\_ 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 insureds 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 insureds 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.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
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 that 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. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

**Supplemental Provisions to  
EXHIBIT D  
NONPROFESSIONAL SERVICES AGREEMENT  
GENERAL PROVISIONS  
BID NO. B13071011003**

The following provisions are part of Exhibit D, General Provisions, to the Nonprofessional Services Agreement and have the highest order of precedence in the event of any conflicting language elsewhere in the Contract.

1. Notwithstanding Section 6 of Exhibit B to the Nonprofessional Services Agreement, any audit or inspection of CONTRACTOR'S records by CITY will be (1) limited to those records that are directly pertinent to the performance of the Contract, are kept in the ordinary course of CONTRACTOR'S business, and are not confidential or trade secret information; and (2) conducted upon reasonable advanced notice and at reasonable times and locations.

2. Notwithstanding Section 7.A of Exhibit D to the Nonprofessional Services Agreement, the term "information" shall be limited only to documents that CONTRACTOR has contractually promised to deliver to CITY (i.e., "Documentary Deliverables"), and CONTRACTOR retains all of its patents, patent applications, copyrights, trade secrets, trade names, trade or service marks, and other intellectual property rights.

3. Notwithstanding Section 7.B of Exhibit D to the Nonprofessional Services Agreement, the following patent and copyright infringement indemnity applies:

3.1. CONTRACTOR will defend at its expense any suit brought against CITY to the extent it is based on a third-party claim alleging that any equipment manufactured by Motorola and provided under this Contract or any the software concerning which Motorola is the copyright owner (collectively, "Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). CONTRACTOR'S duties to defend and indemnify are conditioned upon: CITY promptly notifying CONTRACTOR in writing of the Infringement Claim; CONTRACTOR having sole control of the defense of the suit and all negotiations for its settlement or compromise; and CITY providing cooperation and, if requested by CONTRACTOR, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, CONTRACTOR will pay all damages finally awarded against CITY by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by CONTRACTOR in settlement of an Infringement Claim.

3.2. If an Infringement Claim occurs, or in CONTRACTOR'S opinion is likely to occur, CONTRACTOR may at its option and expense: (a) procure for CITY the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant CITY a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

3.3. CONTRACTOR will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by CONTRACTOR; (b) the use of ancillary equipment or software not furnished by CONTRACTOR and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with CITY'S designs,

specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than CONTRACTOR; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by CITY to install an enhancement release to the software that is intended to correct the claimed infringement. In no event will CONTRACTOR'S liability resulting from its indemnity obligation to CITY extend in any way to royalties payable on a per use basis or the CITY'S revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by CONTRACTOR from CITY from sales or license of the infringing Motorola Product.

3.4. This Section 3 provides CITY'S sole and exclusive remedies and CONTRACTOR'S entire liability in the event of an Infringement Claim.

4. Section 9.C of Exhibit D to the Nonprofessional Services Agreement is clarified in that this provision deals with CITY'S termination for convenience rights.

5. Notwithstanding Section 10.A of Exhibit D to the Nonprofessional Services Agreement, the general indemnity provision is limited to the proportionate extent of CONTRACTOR'S negligence or intentional wrongdoing.

6. Notwithstanding Section 11 of Exhibit D to the Nonprofessional Services Agreement, the insurance provisions are modified as follows: the Certificate of Insurance ("COI") will use a standard Acorf form (a copy of the current COI is enclosed); "volunteers" are excluded from the additional insureds list; the CGL and automobile liability policies are written on ISO forms and additional insured endorsements will be by blanket endorsements; products/completed operations endorsement will be by a contract specific CG2037 endorsement; endorsements are not signed or required to be signed by the insurer or countersigned per Illinois state regulation (Illinois is where Motorola is domiciled and where the policies are issued from); because the declaration pages and policies contain confidential information that is not relevant to this contract, they will not be provided; no representations or commitments are made with respect to "non-contributory"; CONTRACTOR will provide 30 days cancellation notice.

7. Notwithstanding Section 17 of Exhibit D to the Nonprofessional Services Agreement, CONTRACTOR may assign this Contract to an affiliated company or as part of a major corporate reorganization without the prior consent of CITY.

8. **LIMITATION OF LIABILITY.** Except for personal injury, death, property damage, or damages arising under the infringement indemnity provisions of Paragraphs 3, 3.1, 3.2, 3.3, and 3.4 above, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the services for twelve (12) months or \$500,000, whichever is greater. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

## EXHIBIT E

### LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

#### The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

#### Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

##### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

##### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

---

<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

#### Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

#### Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

**Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the Internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

### 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, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

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

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

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

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

## Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1

## Attachment B



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

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

The Included employee benefits are:

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, 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, Contract Services Unit, at the same address, containing the details of the alleged violation.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	<b>INSURER A:</b> Liberty Insurance Corporation      42404	
	<b>INSURER B:</b> Liberty Mutual Fire Ins Co      23035	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570048225161      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		TB2641005169072	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/ AGG Included
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		AS2-641-005169-012	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169082 All other States WC7641005169092 OR, WI	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC <input type="checkbox"/> STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570048225161

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
 RE: Bid Number: B13071011003, Invitation for Bid and Contract Specifications Non-Professional Services. The City of Sacramento, its officials and employees are included as Additional Insured with respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is provided under the Workers' Compensation policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Sacramento 1000 I Street, Suite 120 Sacramento CA 95814 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All Entities as required in writing prior to the date of loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-641-005169-072

Audit Basis

Issued To

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

**Name of Person(s) or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance required by the written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2-641-005169-012  
Effective Date: 07/01/2012  
Expiration Date: 07/01/2013  
Sales Office: 093A

Issued By: Liberty Mutual Fire Insurance Co.



---

Information Technology  
Department

**CITY OF SACRAMENTO  
CALIFORNIA**

1000 I Street, Suite 120  
Sacramento, CA 95814-2008

Administration

Phone: 916-808-5783  
Fax: 916-808-5087

**Request for Bid B13071011003  
Radio Equipment Services**

**ADDENDUM #2**

October 17, 2012

This addendum hereby notifies potential bidders that the Radio Equipment Services bid submission date has been extended to October 31, 2012 to meet advertising requirements.



# CITY OF SACRAMENTO

Information Technology Department

**Bid Number: B13071011003**

## INVITATION FOR BID And Contract Specifications Non-Professional Services

**FOR: Radio Equipment Services**

**Bids Must Be Received Up To The Hour of 2:00 P.M. on October 17, 2012**

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

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

Bid Bond Security	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input checked="" type="checkbox"/> Not Required
Type of Deposit	
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
Other	Initial: <i>PC</i>

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

Name of Bidder: Motorola Solutions

Address: 6450 Sequence Drive

City, State, Zip Code: San Diego, CA 92121

Phone Number: 650-678-5477 c/o PAOLO CALTAGIRONE

Email Address: p.caltagirone@motorolasolutions.com

**ORIGINAL**



October 17, 2012

Scott Andrews  
Telecommunications Engineer  
1000 I Street, Suite 120  
Sacramento, CA 95814

Subject: City of Sacramento Radio Equipment Services – Bid# B13071011003

Motorola Solutions, Inc. is pleased to have the opportunity to provide the City of Sacramento with quality radio equipment services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Motorola On-Site technical response
- Motorola mobile radio installation services
- Motorola radio repair services

Our proposal consists of this cover letter and the Bid Package which includes the Scopes of Services. The City's form of Nonprofessional Services Agreement is acceptable to Motorola, provided the Supplemental Provisions to Exhibit D are part of that exhibit; these proposed Supplemental Provisions to Exhibit D are included in the Bid Package and this approach is similar to our current contract with the City. To avoid lapse in service, this proposal shall remain valid until December 31, 2012. The City may accept the proposal by delivering to Motorola the Nonprofessional Services Agreement signed by the City. Any questions can be directed to Paolo Caltagirone, Customer Support Manager, at 650-678-5477 or Mike Marraccini, Motorola Account Manager, at 916-201-5670.

We thank you for the opportunity to furnish the City of Sacramento with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best in products and services available in the communications industry.

Sincerely

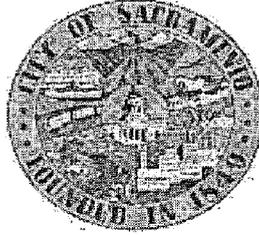
A handwritten signature in black ink, appearing to read 'Kelly Kirwan', written over a horizontal line.

Kelly Kirwan  
Vice President, Motorola Solutions, Inc.

*Approved MWA*  
**MARK W. ANTHONY**

Table of Contents

<u>Tab Number</u>	<u>Document Description</u>
1	Pricing Schedules 1A-1H with Bid Sheet Summary
2	Certificate of Insurance
3	Copy of Business Operations Tax Certificate
4	Drug Free Workplace Policy and Affidavit
5	SBE/EBE Certification Declaration, Payment Discount, & EFT
6	Bid Signature Page
7	Motorola On-Call Technicians and FCC Certificates
8	The City's Non Professional Service Agreement with Motorola's Supplemental Provisions to Exhibit D
9	Addendums



Information Technology  
Department

Administration

**CITY OF SACRAMENTO**  
**CALIFORNIA**

1000 I Street, Suite 120  
Sacramento, CA 95814-2608

Phone: 916-808-5788  
Fax: 916-808-5087

**Request for Bid B13071011003**  
**Radio Equipment Services**

**ADDENDUM #1**

October 11, 2012

This addendum hereby notifies potential bidders that the Equipment Price Schedules 1A through 1H (Pricing\_Schedule Spreadsheet) is based on annual calculations.

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1A

BID NUMBER: B13071011003

**LOCAL GOVERNMENT - Trunked**

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>Mobile Radios</b>				
Motorola	MCS 2000 T3	42	\$ 7.00	\$ 294.00
Motorola	XTL2500	545	\$ 6.50	\$ 3,542.50
		<u>587</u>	SubTotal	<u>\$ 3,836.50</u>
<b>Portable Radios</b>				
Motorola	MTS 2000 T1 (Cache)	6	\$ 2.00	\$ 12.00
Motorola	MTS 2000 T2	135	\$ 7.00	\$ 945.00
Motorola	MTS 2000 T3	15	\$ 7.00	\$ 105.00
Motorola	MTS 2000 T3 (Cache)	25	\$ 2.00	\$ 50.00
Motorola	MTS 2000 Vehicular Charger	2	\$ 5.00	\$ 10.00
Motorola	XTS 2500 T2	35	\$ 6.50	\$ 227.50
Motorola	XTS 2500 T3	3	\$ 6.50	\$ 19.50
		<u>221</u>	SubTotal	<u>\$ 1,369.00</u>
<b>Control Stations &amp; Remotes</b>				
Motorola	Spectra Astro	2	\$ 7.00	\$ 14.00
Motorola	XTL5000	20	\$ 6.50	\$ 130.00
Motorola	L1475A Remote	10	\$ 4.50	\$ 45.00
Motorola	PL3030A Remote	3	\$ 4.50	\$ 13.50
Motorola	CDN1337A Remote adaptor	1	\$ 2.00	\$ 2.00
Motorola	L1652A Remote adaptor	5	\$ 2.00	\$ 10.00
Motorola	L3223A Remote	28	\$ 4.50	\$ 126.00
Motorola	L3208A Remote adaptor	2	\$ 2.00	\$ 4.00
		<u>71</u>	SubTotal	<u>\$ 344.50</u>
				<u>\$ 5,550.00</u>
				Monthly Total
				<u>\$ 66,600.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1B

BID NUMBER: B13071011003

**LOCAL GOVERNMENT - Conventional**

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b>CONVENTION CENTER</b>				
Motorola	Repeater UHF 10W	1	\$ 6.50	\$ 6.50
Motorola	P1225 Portable	16	\$ 6.50	\$ 104.00
Motorola	CT250 Portable	12	\$ 6.50	\$ 78.00
Motorola	CP200 Portable	24	\$ 6.50	\$ 156.00
Motorola	PR400 Portable	2	\$ 6.50	\$ 13.00
		55	Sub Total	<b>\$ 357.50</b>
<b>ZOO</b>				
Motorola	Repeater MSF5000 (800 MHZ)	1	\$ 12.00	\$ 12.00
Motorola	Repeater GR1225 (UHF)	1	\$ 6.50	\$ 6.50
Motorola	MTS 2000	80	\$ 7.00	\$ 560.00
ICOM	IC-F24S (warranty)	0	\$ -	\$ -
		82	Sub Total	<b>\$ 578.50</b>
			\$ -	
<b>WASTE WATER COLLECTION</b>				
Motorola	P1225	20	\$ 6.50	\$ 130.00
			\$ -	
<b>CAMP SACRAMENTO</b>				
ICOM	IC-F24S (warranty)	0	\$ -	\$ -
		0	Sub Total	<b>\$ -</b>
<b>ANIMAL CONTROL</b>				
Motorola	P1225	4	\$ 6.50	\$ 26.00
ICOM	IC- F24(S)	9	\$ 7.00	\$ 63.00
ICOM	IC- F60(S)	1	\$ 7.00	\$ 7.00
		14	Sub Total	<b>\$ 96.00</b>
				<b>\$ 1,162.00</b>
				Monthly Total
				<b>\$ 13,944.00</b>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1C

BID NUMBER: B13071011003

***FIRE - Trunked***

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b><i>Mobile Radios</i></b>				
Motorola	MCS2000 type 3	19	\$ 7.00	\$ 133.00
Motorola	XTL5000 W9	3	\$ 6.50	\$ 19.50
Motorola	XTL2500 warranty	163	\$ 3.50	\$ 570.50
		<u>185</u>	SubTotal	<u>\$ 723.00</u>
<b><i>Portable Radios (intrinsically safe)</i></b>				
Motorola	APX 6000 type 2 warranty	335	\$ 3.50	\$ 1,172.50
Motorola	MTS2000 type 2 (cache)	200	\$ 2.00	\$ 400.00
		<u>535</u>	SubTotal	<u>\$ 1,572.50</u>
<b><i>Control Stations</i></b>				
Motorola	XTL 2500 Control Station	34	\$ 6.50	\$ 221.00
Motorola	Spectra C5D Stn Monitor	2	\$ 7.00	\$ 14.00
Motorola	XTL5000 Control Stn. warranty	1	\$ 3.50	\$ 3.50
		<u>37</u>	SubTotal	<u>\$ 238.50</u>
<b><i>Mobile Data</i></b>				
Motorola	VRM650	33	\$ 6.25	\$ 206.25
Motorola	VRM850	50	\$ 6.25	\$ 312.50
Motorola	9100/386 MDT	5	\$ 7.00	\$ 35.00
		<u>88</u>	SubTotal	<u>\$ 553.75</u>
				<u>\$ 3,087.75</u>
				Monthly Total
				<u>\$ 37,053.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1D

BID NUMBER: B13071011003

***FIRE - Conventional***

Manufacturer	Type/Description	Count	Month	Extended
<b><i>Mobile Radios</i></b>				
Motorola	XTL 2500	20	\$ 6.50	\$ 130.00
Kenwood	TK790 VHF	65	\$ 7.00	\$ 455.00
		<u>85</u>	SubTotal	<u>\$ 585.00</u>
<b><i>Portable Radios</i></b>				
Bendix/King	GPH (VHF)	60	\$ 7.00	\$ 420.00
		<u>60</u>	SubTotal	<u>\$ 420.00</u>
<b><i>Control Stations</i></b>				
Motorola	APX 6500 Consolette (VHF)	22	\$ 6.50	\$ 143.00
Motorola	XTL 2500 Consoletted (VHF)	2	\$ 6.50	\$ 13.00
		<u>24</u>	SubTotal	<u>\$ 156.00</u>
<b><i>Repeater</i></b>				
Motorola	Quantar Repeater (VHF)	1	\$ 12.00	\$ 12.00
Motorola	AstroTac Receiver (VHF)	6	\$ 10.00	\$ 60.00
Motorola	Voting Comp.	1	\$ 7.00	\$ 7.00
		<u>8</u>	SubTotal	<u>\$ 79.00</u>
<b><i>Miscellaneous</i></b>				
Computer	MOSCAD Siren PC, printer	1	\$ 10.00	\$ 10.00
Motorola	MOSCAD FIU (Siren)	1	\$ 10.00	\$ 10.00
Motorola	MOSCAD RTU (Siren)	24	\$ 8.00	\$ 192.00
Station System	Fire Station Alerting System	24	\$ 8.00	\$ 192.00
Station System	Speakers	110	\$ 1.75	\$ 192.50
TX/RX	BDA, Federal Court House	1	\$ 9.00	\$ 9.00
TX/RX	BDA, K-street Plaza Garage	2	\$ 9.00	\$ 18.00
TX/RX	BDA, Cal EPA	1	\$ 9.00	\$ 9.00
SensaPhone	Tower light alarm and monitor	1	\$ 17.00	\$ 17.00
Dialight / Slatercom	Tower beacon/light controller	1	\$ 17.00	\$ 17.00
		<u>163</u>	SubTotal	<u>\$ 666.50</u>
				<u>\$ 1,906.50</u>
				Monthly Total
				<u>\$ 22,878.00</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1E

BID NUMBER: B13071011003

***POLICE - Trunked***

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b><i>Mobile Radios</i></b>				
Motorola	XTL5000 W9	27	\$ 6.50	\$ 175.50
Motorola	XTL5000 Motorcycle	2	\$ 6.50	\$ 13.00
Motorola	MCS2000 T3	26	\$ 7.00	\$ 182.00
Motorola	XTL2500	255	\$ 6.50	\$ 1,657.50
		<u>310</u>	SubTotal	<u>\$ 2,028.00</u>
<b><i>Portable Radios</i></b>				
Motorola	XTS 2500 T2	470	\$ 6.50	\$ 3,055.00
Motorola	XTS 2500 T3	67	\$ 6.50	\$ 435.50
Motorola	MTS 2000 T2 (Cache Radios)	80	\$ 2.00	\$ 160.00
Motorola	MTS 2000 T2	495	\$ 7.00	\$ 3,465.00
Motorola	MTS 2000 T3	75	\$ 7.00	\$ 525.00
Motorola	APX 6500 T2	15	\$ 6.50	\$ 97.50
		<u>1202</u>	SubTotal	<u>\$ 7,738.00</u>
<b><i>Control Stations</i></b>				
Motorola	Spectra A7	9	\$ 7.00	\$ 63.00
Motorola	XTL5000	22	\$ 6.50	\$ 143.00
		22	SubTotal	<u>\$ 206.00</u>
<b><i>Control Station Remotes</i></b>				
Motorola	MC282.220, headset jack, footswitch	20	\$ 4.50	\$ 90.00
Motorola	L1925A Comtegra	4	\$ 4.50	\$ 18.00
		<u>24</u>	SubTotal	<u>\$ 108.00</u>
<b><i>Consoles (includes ancillary equipment)</i></b>				
Motorola	Gold Elite, CIE, PC, jacks, footswitch	20	\$ 25.00	\$ 500.00
				<u>\$ 10,580.00</u>
				Monthly Total
				<u>#####</u>
				Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1F

BID NUMBER: B13071011003

***POLICE - Conventional***

Manufacturer	Type/Description	Count	Monthly Each	Extended
<b><i>Mobile Radios</i></b>				
Kenwood	TK790, VHF (MIC)	1	\$ 7.00	\$ 7.00
Kenwood	TK890, UHF (MIC)	1	\$ 7.00	\$ 7.00
		<u>2</u>	SubTotal	<u>\$ 14.00</u>

***Suitcase Alarm System***

Motorola	Suitcase Alarm Transmitters	2	\$ 6.50	\$ 13.00
Head end equipment: PC, Term, System watch, radio, RIM, etc.		1	\$ 19.70	\$ 19.70
		<u>3</u>	SubTotal	<u>\$ 32.70</u>

***Miscellaneous***

TX/RX	BDA (North substation)	1	\$ 9.00	\$ 9.00
TX/RX	BDA (South substation)	1	\$ 9.00	\$ 9.00
TX/RX	BDA Rosemont High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA McClatchy High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Einstein Middle School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Kennedy High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Kit Carson Middle School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Inderkum High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA California Middle School	1	\$ 9.00	\$ 9.00
TX/RX	BDA H Allen Height Middle School			
TX/RX	BDA Grant High School	1	\$ 9.00	\$ 9.00
TX/RX	BDA Public Safety Center	1	\$ 9.00	\$ 9.00
Motorola	MTVA (for MTS2000) (EVOC)	15	\$ 5.00	\$ 75.00
Eventide	Instant Call Check Recorder	5	\$ 8.00	\$ 40.00
SensaPhone	Tower light alarm and monitor	1	\$ 17.00	\$ 17.00
Dialight / Slatercom	Tower beacon/light controller	1	\$ 17.00	\$ 17.00
		<u>33</u>	SubTotal	<u>\$ 248.00</u>

**\$ 294.70**

Monthly Total

**\$ 3,536.40**

Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1G

BID NUMBER: B13071011003

***POLICE - Mobile Data***

	<b>Manufacturer</b>	<b>Type/Description</b>	<b>Count</b>		<b>Monthly Each</b>	<b>Extended</b>
<b><i>Mobile</i></b>						
	DataRadio	MRM	265	\$	5.50	\$ 1,457.50
	DataRadio	MRM warranty	0	\$	-	\$ -
	Newmar	Startguard	265	\$	4.00	\$ 1,060.00
	D&R Electronics	Equipment shelf	256	\$	5.00	\$ 1,280.00
			<u>786</u>		SubTotal	<u>\$ 3,797.50</u>
<b><i>Comcen</i></b>						
	DataRadio	Multi Site Controller/HA (w/remote Mfg. tech support)	1	\$	25.00	\$ 25.00
	DataRadio	Network Management System (w/remote Mfg. tech support & hardware service agreement)	1	\$	25.00	\$ 25.00
			<u>2</u>		SubTotal	<u>\$ 50.00</u>
<b><i>Alhambra Water Tank</i></b>						
	DataRadio	ParagonPD 800 MHz DBS (includes BDLC, CSU, UPS)	4	\$	17.00	\$ 68.00
<b><i>Brighton Heights</i></b>						
	DataRadio	ParagonPD 800 MHz DBS (includes BDLC, CSU)	3	\$	17.00	\$ 51.00
					Police	<u>\$ 3,966.50</u>
						Monthly Total
						<u>\$ 47,598.00</u>
						Annual Total

RADIO EQUIPMENT MAINTENANCE BID SHEET  
EQUIPMENT PRICE SCHEDULE 1H

BID NUMBER: B13071011003

***Unit cost of installation and removal of equipment not described in other schedules***

***Local Government***

Sedans	Installation	\$ 246.93
	Removal	\$ 123.40
Pickups/Vans/Station wagons	Installation	\$ 246.93
	Removal	\$ 123.40
Trucks, 1-ton or larger	Installation	\$ 296.33
	Removal	\$ 123.40

***Fire***

Sedans	Installation	\$ 246.93
	Removal	\$ 123.40
Pickups/Vans/Station Wagons	Installation	\$ 246.93
	Removal	\$ 123.40
Medic	Installation	\$ 1,975.46
	Removal	\$ 246.94
Fire Trucks or Engines	Installation	\$ 987.77
	Removal	\$ 123.40

***Police***

Patrol Cars	Installation	\$ 1,975.46
	Removal	\$ 246.94
Undercover Cars	Installation	\$ 296.33
	Removal	\$ 123.40
Motorcycles	Installation	\$ 1,481.66
	Removal	\$ 493.89
Pickups/Vans/Station Wagons	Installation	\$ 249.00
	Removal	\$ 125.00
MTVA (Vehiclular adaptor, including DC power off)	Installation	\$ 246.94
	Removal	\$ -

***Labor rates for projects and work not covered under schedules***

	Straight Time	Overtime
Technician, hourly rate	\$ 150.00	\$ 225.00
Installer, hourly rate	\$ 125.00	\$ 187.50

***For parts and material not covered under schedules; prices shall be based on Contractor's cost plus:***

<b>35%</b>
------------

PRICE EQUIPMENT SCHEDULES  
1A THROUGH 1H BID SHEET  
SUMMARY

BID NUMBER: B13071011003

Schedule 1A Annual Total	\$	66,600.00
Schedule 1B Annual Total	\$	13,944.00
Schedule 1C Annual Total	\$	37,053.00
Schedule 1D Annual Total	\$	22,878.00
Schedule 1E Annual Total	\$	126,960.00
Schedule 1F Annual Total	\$	3,536.40
Schedule 1G Annual Total	\$	47,598.00
<b>Annual Grand Total</b>	<b>\$</b>	<b><u>318,569.40</u></b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (866) 283-7122      FAX (A/C, No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Insurance Corporation		42404
	<b>INSURER B:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 570047390853	<b>REVISION NUMBER:</b>
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>	Y		TB2641005169072	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>	Y		AS2-641-005169-012	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION</b>						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169082 All Other States WC7641005169092 OR, WI	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: CO 2007-309. The City of Sacramento, its officials and employees are listed as Additional Insured with respect to the General Liability and Business Automobile Liability policies as per executed contract. Waiver of Subrogation is included with respect to the Workers' Compensation policy.

<b>CERTIFICATE HOLDER</b>  City of Sacramento RE: CO 2007-309 1000 I Street, Suite 120 Sacramento CA 95814 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc</i>



MUST BE POSTED IN CONSPICUOUS PLACE



# CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE

51147

51147

Business Name	MOTOROLA SOLUTIONS INC	FROM	TO
Business Address	1828 TRIBUTE RD K	Mo. Day Yr.	Mo. Day Yr.
Owner			
Type of Business	SALES COMMUNICATION EQUIP	01/01/2012	12/31/2012
Tax Classification	401		Expires

TOTAL  
PAID: \$259.01

MOTOROLA SOLUTIONS INC  
ATTN: TAX DEPT IL02  
1307 E ALGONQUIN RD  
SCHAUMBERG, IL 60196- 1000

CITY OF SACRAMENTO

OCT 11 2012

PAID

VOID  
IF NOT  
VALIDATED

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. DRUG FREE WORKPLACE POLICY AND AFFADAVIT**

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

*Please see the attached Motorola Drug-Free Workforce & Smoke-Free Workplace policy.*

EXCEPTION:

Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: MOTOROLA SOLUTIONS, INC.

BY: *[Signature]* VICE PRESIDENT Date: OCTOBER 17, 2012

Signature Title

*Approved*

**MARK W. ANTHONY**

*MWA*

**BID NO. B13071011003**

**Effects of violations:** a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

## **Drug-Free Workforce & Smoke-Free Workplace**

### **Statement of Policy**

Motorola Solutions policy explicitly prohibits the unlawful possession, use, purchase, sale, dispensation, distribution, transfer, or manufacture of drugs or other controlled substances, or the abuse of alcohol, while on Motorola Solutions premises or while conducting Motorola Solutions business off Motorola Solutions premises. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. In addition, employees may smoke in designated smoking areas only. Violations of this Policy may result in disciplinary action, up to and including termination of employment, and may have legal consequences.

### **Scope**

All Motorola Solutions employees based at locations within the United States.

### **Application**

Motorola Solutions complies with the Drug-Free Workplace Act, applicable regulations of government agencies (including regulations promulgated by the Department of Transportation), and other federal, state and local laws and regulations. All employees and applicants for employment are advised, in writing, of our Drug-Free Workforce and Smoke-Free Workplace Policy.

Drug and/or alcohol testing is conducted in accordance with applicable law(s).

### Circumstances that Require Drug and/or Alcohol Testing

1. *Pre-Employment Drug Testing.* All applicants for employment must take and pass a drug test before they receive an unconditional offer of employment and/or begin working for Motorola Solutions. Applicants who refuse to cooperate in a drug test, or who do not pass a drug test, will be ineligible for hire and employment with Motorola Solutions at that time and cannot re-apply for a position with Motorola Solutions for a period of six months following the date of their drug test.
2. *For-Cause Drug and Alcohol Testing.* Motorola Solutions may require that an employee take a drug and/or alcohol test when Motorola Solutions has reasonable suspicion, based on specific observable facts or behaviors, that an employee may be under the influence of drugs or alcohol, or has been using drugs or alcohol while he/she is working, on Motorola Solutions premises, operating a Motorola Solutions vehicle, machinery, or equipment or present in any other location performing services for Motorola Solutions. The observer(s) will document the specific observed facts or behaviors that support the reasonable suspicion. Failure to cooperate or otherwise take a requested for-cause test will result in termination of employment.
  - a. *Post Accident Testing.* Motorola Solutions may require an employee to take a drug and/or alcohol test when Motorola Solutions reasonably believes the employee may have contributed to or caused a work-related accident that results in serious bodily injury to a person and/or significant damage to Motorola Solutions property. The drug and/or alcohol test shall be administered as soon as practicable following the accident.
3. *Customer-Mandated Drug and Alcohol Testing.* Motorola Solutions may require an employee to take a drug and/or alcohol test when such a test is mandated by a Motorola Solutions customer as part of a contract. Failure to cooperate or otherwise take a customer-mandated test will result in the immediate removal of the employee from the customer project he/she is supporting and may result in further action being taken against the employee.
4. *Random Drug Testing and Alcohol Testing.* For employees in safety-sensitive positions, Motorola Solutions may randomly test for drugs and/or alcohol in accordance with procedures developed by Motorola Solutions for those specific categories of employees.

### Consequences of Positive Drug and/or Alcohol Test Result or Other Violation of this Policy

Except for Pre-Employment Drug Testing, the first time an employee does not pass a drug test and/or tests positive for alcohol, he/she will be referred to the Employee Assistance Program (EAP) and must comply with any conditions set by the EAP Consultant ("counseling program"). Failure to comply with any conditions set forth in the counseling program will result in termination of employment. As determined by the EAP Consultant and Motorola Solutions, an employee in a counseling program must pass a return-to-duty test for drugs or alcohol (or both) before returning to work. Additionally, an employee who successfully completes a counseling program must submit to follow-up testing for drugs or alcohol (or both) at times and frequencies determined by Motorola Solutions for a period of up to two (2) years following successful completion of the counseling program. An employee who does not pass a second requested drug and/or alcohol test, or does not pass a return-to-duty or any subsequent follow-up test, may be terminated. Discipline for actions of an employee while under the influence of drugs and/or alcohol, for possession, use, purchase, sale, dispensation, distribution, transfer or manufacture of drugs or other controlled substances, and/or for violations of smoking restrictions will be handled under Motorola Solutions's Progressive Discipline Policy.

### Testing Procedures

#### *Alcohol Collection and Testing Procedures*

Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and cooperate in the site's normal specimen collection procedures.
3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. A screening test will be conducted first. If an employee's screen test result is less than .02, the employee will have passed the test.
5. If the employee's measured alcohol concentration is .02 or more, the employee will be required to take a confirmation test. The results of the confirmation test, not the screen test, are determinative. If the employee's confirmation test result is less than .04, the employee will have passed the test. If the employee's confirmation test results is .04 or more, the employee will have tested positive

for alcohol.

6. The technician will notify Motorola Solutions of the employee's test result in a confidential manner.

#### Drug Collection and Testing Procedures

Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Applicants and employees subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Applicants and employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and otherwise cooperate in the site's normal specimen collection procedures. Applicants and employees will have the opportunity to disclose any over-the-counter or prescribed medications that they are using or have recently used, or any other information, medical or otherwise, that they think may be relevant to the testing.
3. Specimens will be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. Collected specimens will be tested by a certified laboratory. The laboratory will test specimens for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory will first conduct a screen on the specimen. If the screen test is negative, the laboratory will report to Motorola Solutions that the applicant or employee has passed the drug test. If the screen test is positive, the laboratory will analyze the applicant's or employee's specimen using gas chromatography/mass spectrometry. The laboratory will send the test results to the MRO.
5. The MRO is responsible for ensuring the accuracy and integrity of the drug testing process. If an applicant or employee has a confirmed positive, adulterated, substituted, or invalid drug test result, the MRO will contact the applicant or employee by telephone via the information provided by the applicant or employee on the custody and control form. Applicants and employees must promptly cooperate with the MRO.
6. The MRO will advise Motorola Solutions if an applicant or employee has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a verified negative test result to Motorola Solutions. If the applicant or employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to Motorola Solutions that the applicant or employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or employee to additional testing.
7. Motorola Solutions will advise applicants and employees of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

#### Appeal Procedures

Employees or applicants may appeal a MRO verified positive, adulterated, or substituted test result by submitting a sealed, written appeal letter to the Motorola Solutions Drug and Alcohol Program Manager within ten (10) business days of notice of their results. This letter should explain the basis of the appeal and the material facts supporting the appeal.

Upon receipt of the appeal letter by the Motorola Solutions Drug and Alcohol Program Manager, the appeal will be thoroughly investigated and considered. The employee/applicant will be notified of the final decision in writing within ten (10) business days of the Motorola Solutions Drug and Alcohol Program Manager's receipt of the appeal.

#### Confidentiality of Records

Records relating to drug and/or alcohol testing are maintained and protected in accordance with legal requirements and our standards for privacy and confidentiality of personal health information. Copies of all records relating to test results and other information relating to the testing process may be requested by the employee or applicant.

#### Inspections

Motorola Solutions reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as purses, lunch boxes, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, or lockers) that may conceal illegal drugs, alcohol, or other contraband.

#### Crimes Involving Drugs

Employees who are convicted of, plead guilty to (including a plea of *nolo contendere* or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their supervisors/managers and the Human Resources Department within five (5) days after such conviction, plea, or sentence. If an employee who is convicted of, pleads guilty to, or is sentenced for a crime involving illegal drugs performs work directly relating to Motorola Solutions's contracts or grants with a state or the federal government, Motorola Solutions will report such conviction, plea, or sentence to the appropriate agency within ten (10) days after it receives notice. Motorola Solutions may take disciplinary and/or other appropriate action (e.g. referral to the Employee Assistance Program) when an employee engages in any conduct or is involved in any crime that harms Motorola Solutions' operations or reputation.

#### Smoke-Free Workplace

Employees may smoke in designated smoking areas only. Where required by local law or by the terms of a lease agreement, smoking will be prohibited inside Motorola Solutions facilities and within a certain distance of facility entrances (distances may vary in accordance with local requirements). "No smoking" signs will be clearly and conspicuously posted in areas where smoking is prohibited. For purposes of this policy, "smoking" includes electronic cigarettes or any other devices that look like and act as traditional/ordinary tobacco products.

## Cross Reference

- Progressive Discipline
- Open Door Process

## Definitions

Drugs: Controlled substances that are not being used and possessed under the supervision of a licensed health care professional or as otherwise allowed by federal law. Motorola Solutions currently tests for the following drugs: Amphetamines (Dexedrine, Speed, Ice, Crack, Uppers), Cannabinoids (THC, Marijuana), Cocaine (Crack), Opiates (Heroin, Morphine, Codeine), and Phencyclidine (PCP, Angel Dust).

Employee Assistance Program (EAP): A program to assist employees and their dependents with personal, family, financial, relationship, substance abuse, and other problems. Motorola Solutions EAP Consultants also provide consultation to managers on performance management and productivity concerns, as well as on business change impacting the workplace.

Medical Review Officer (MRO): The trained, knowledgeable, independent physician(s) retained by or under contract to Motorola Solutions. The MRO reviews drug test results from the laboratory and evaluates any medical explanations for such results.

Pass a Drug Test: Not to test positive for drugs or not to have an adulterated or substituted specimen.

**Version Date: 02/01/2010**

**Original Effective Date: 01/01/2002**

**F. 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. PAYMENT DISCOUNT**

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

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

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

**3. 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 %

**4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:**

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

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

ILLINOIS

State Where Bidder is Headquartered

SECTION III – REQUIREMENTS

**H. BID SIGNATURE PAGE**

BID NO. B13071011003

FOR SERVICES/SUPPLIES: MOTOROLA SOLUTIONS, INC.

To the City of Sacramento:

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

**CONTRACT DOCUMENTS**

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

**To Be Filled Out By Bidder**

NAME OF CONTRACTOR: MOTOROLA SOLUTIONS, INC.

ADDRESS: 6450 SEQUENCE DRIVE, SAN DIEGO, CA 92121

PHONE #: 818 843-3068 FAX #: RICK GALINDO E-MAIL: CRG030@motorolasolutions.com

STATE TAX I.D. #: SR S-04A 30-616008 FED. TAX I.D. #: 36-1115800

City of Sacramento Business Operation Tax Certificate #: 51147  
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person) [Signature]

PRINT NAME: KELLY KIRWAN

TITLE: VICE PRESIDENT

*Approved*  
**MARK W. ANTHONY**  
*Mark W. Anthony*

City of Sacramento IFB#B13071011003  
Radio Equipment Services

Motorola Response  
On-Call Technicians

- **Dave Gardner** (see attached FCC License)
- **Micheal R. Ellis** (see attached FCC License)
- **Ron Simpson** (see attached FCC License)

# The United States of America

## FEDERAL COMMUNICATIONS COMMISSION

### GENERAL RADIOTELEPHONE OPERATOR LICENSE

(General Radiotelephone Certificate)

This certifies that the individual named and described below is a licensed radio operator and is authorized to operate licensed radio stations for which this class of license is valid. The authority granted is subject to any endorsement placed on this license. The authority granted is also subject to the orders, rules, and regulations of the Federal Communications Commission, the statutes of the United States, and the provision of any treaties to which the United States is a party, which are binding upon radio operators.

This license may not be assigned or transferred to any other person. This license is valid for the lifetime of the holder unless suspended by the FCC.

Endorsement: NONE

Licensee DAVID C. GARTNER

Sex	Height	Weight	Color Eyes	Color Hair	Date of Birth
M	5' 8"	170	Blue	Brown	2-17-53
Place of Issuance			Issuance Date		License Number
San Francisco, California			July 25, 1984		PG-12-8071

*David C. Gartner*

Signature of Licensee

Not Valid Without FCC Seal



# The United States of America

## FEDERAL COMMUNICATIONS COMMISSION

### GENERAL RADIOTELEPHONE OPERATOR LICENSE

(General Radiotelephone Certificate)

This certifies that the individual named and described below is a licensed radio operator and is authorized to operate licensed radio stations for which this class of license is valid. The authority granted is subject to any endorsement placed on this license. The authority granted is also subject to the orders, rules, and regulations of the Federal Communications Commission, the statutes of the United States, and the provision of any treaties to which the United States is a party, which are binding upon radio operators.

This license may not be assigned or transferred to any other person. This license is valid for the lifetime of the holder unless suspended by the FCC.

Endorsement: NONE

Licensee: MICHAEL R. ELLIS

Sex	Height	Weight	Color Eyes	Color Hair	Date of Birth
M	6'0"	180	Hazel	Brown	10-12-52
Place of Issuance			Issuance Date		License Number
San Francisco, California			August 5, 1985		PG-12-27064

Signature of Licensee

Not Valid Without FCC Seal



**REFERENCE COPY**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Cut Along This Line

 <b>UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION</b> 			
<b>General Radiotelephone Operator License</b>			
ATTN: RONALD L SIMPSON SIMPSON, RONALD L 332 FLORA STREET LODI, CA 95240			
FCC Registration Number (FRN): 0005796586			
<b>Special Conditions / Endorsements</b>			
This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c)5.			
<b>Grant Date</b>	<b>Effective Date</b>	<b>Print Date</b>	<b>Expiration Date</b>
01-02-1985	08-09-2007	08-10-2007	
<b>File Number</b>	<b>Serial Number</b>		
	PG1223637		
THIS LICENSE IS NOT TRANSFERABLE			
_____ (Licensee's Signature)			
FCC 605-FRC - May 2007			

*Licensee: This is your radio authorization in sizes suitable for your wallet and for framing. Carefully cut the documents along the lines as indicated and sign immediately upon receipt. They are not valid until signed.*

*The Commission suggests that the wallet size version be laminated (or another similar document protection process) after signing. The Commission has found under certain circumstances, laser print is subject to displacement.*

Cut Along This Line

Cut Along This Line

Cut Along This Line

Cut Along This Line

<b>Serial Number</b>	<b>Grant Date</b>	<b>Expiration Date</b>	<b>File Number</b>	<b>Print Date</b>	<b>Effective Date</b>
PG1223637	01-02-1985			08-10-2007	08-09-2007
FCC Registration Number (FRN) 0005796586			THIS LICENSE IS NOT TRANSFERABLE		
ATTN: RONALD L SIMPSON SIMPSON, RONALD L 332 FLORA STREET LODI, CA 95240			Special Conditions / Endorsements: This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c)5.		
General Radiotelephone Operator License			_____ (Licensee's Signature)		
FCC 605-FRC - May 2007			FEDERAL COMMUNICATIONS COMMISSION 		

Cut Along This Line

Cut Along This Line

Cut Along This Line

**Supplemental Provisions to  
EXHIBIT D  
NONPROFESSIONAL SERVICES AGREEMENT  
GENERAL PROVISIONS  
BID NO. B13071011003**

The following provisions are part of Exhibit D, General Provisions, to the Nonprofessional Services Agreement and have the highest order of precedence in the event of any conflicting language elsewhere in the Contract.

1. Notwithstanding Section 6 of Exhibit B to the Nonprofessional Services Agreement, any audit or inspection of CONTRACTOR'S records by CITY will be (1) limited to those records that are directly pertinent to the performance of the Contract, are kept in the ordinary course of CONTRACTOR'S business, and are not confidential or trade secret information; and (2) conducted upon reasonable advanced notice and at reasonable times and locations.

2. Notwithstanding Section 7.A of Exhibit D to the Nonprofessional Services Agreement, the term "information" shall be limited only to documents that CONTRACTOR has contractually promised to deliver to CITY (i.e., "Documentary Deliverables"), and CONTRACTOR retains all of its patents, patent applications, copyrights, trade secrets, trade names, trade or service marks, and other intellectual property rights.

3. Notwithstanding Section 7.B of Exhibit D to the Nonprofessional Services Agreement, the following patent and copyright infringement indemnity applies:

3.1. CONTRACTOR will defend at its expense any suit brought against CITY to the extent it is based on a third-party claim alleging that any equipment manufactured by Motorola and provided under this Contract or any the software concerning which Motorola is the copyright owner (collectively, "Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). CONTRACTOR'S duties to defend and indemnify are conditioned upon: CITY promptly notifying CONTRACTOR in writing of the Infringement Claim; CONTRACTOR having sole control of the defense of the suit and all negotiations for its settlement or compromise; and CITY providing cooperation and, if requested by CONTRACTOR, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, CONTRACTOR will pay all damages finally awarded against CITY by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by CONTRACTOR in settlement of an Infringement Claim.

3.2. If an Infringement Claim occurs, or in CONTRACTOR'S opinion is likely to occur, CONTRACTOR may at its option and expense: (a) procure for CITY the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant CITY a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

3.3. CONTRACTOR will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by CONTRACTOR; (b) the use of ancillary equipment or software not furnished by CONTRACTOR and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with CITY'S designs,

specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than CONTRACTOR; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by CITY to install an enhancement release to the software that is intended to correct the claimed infringement. In no event will CONTRACTOR'S liability resulting from its indemnity obligation to CITY extend in any way to royalties payable on a per use basis or the CITY'S revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by CONTRACTOR from CITY from sales or license of the infringing Motorola Product.

3.4. This Section 3 provides CITY'S sole and exclusive remedies and CONTRACTOR'S entire liability in the event of an Infringement Claim.

4. Section 9.C of Exhibit D to the Nonprofessional Services Agreement is clarified in that this provision deals with CITY'S termination for convenience rights.

5. Notwithstanding Section 10.A of Exhibit D to the Nonprofessional Services Agreement, the general indemnity provision is limited to the proportionate extent of CONTRACTOR'S negligence or intentional wrongdoing.

6. Notwithstanding Section 11 of Exhibit D to the Nonprofessional Services Agreement, the insurance provisions are modified as follows: the Certificate of Insurance ("COI") will use a standard Acord form (a copy of the current COI is enclosed); "volunteers" are excluded from the additional insureds list; the CGL and automobile liability policies are written on ISO forms and additional insured endorsements will be by blanket endorsements; products/completed operations endorsement will be by a contract specific CG2037 endorsement; endorsements are not signed or required to be signed by the insurer or countersigned per Illinois state regulation (Illinois is where Motorola is domiciled and where the policies are issued from); because the declaration pages and policies contain confidential information that is not relevant to this contract, they will not be provided; no representations or commitments are made with respect to "non-contributory"; CONTRACTOR will provide 30 days cancellation notice; and the COI and endorsements will be provided promptly after contract execution.

7. Notwithstanding Section 17 of Exhibit D to the Nonprofessional Services Agreement, CONTRACTOR may assign this Contract to an affiliated company or as part of a major corporate reorganization without the prior consent of CITY.

**8. LIMITATION OF LIABILITY.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the services for twelve (12) months. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

SECTION IV

PROJECT #:  
PROJECT NAME:  
DEPARTMENT:  
DIVISION:

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of \_\_\_\_\_, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- |  |                                   |
|--|-----------------------------------|
| Invitation to Bid                                    | Workers' Compensation Certificate |
| Instructions to Bidders                              | Contractor's Bid Proposal Form    |
| Certificate(s) of Insurance                          | ESBD Program Statement            |
| Drug-Free Workplace Policy and Affidavit             | Technical Specifications          |
| Declaration of Compliance (Equal Benefits Ordinance) |                                   |
| Declaration of Compliance (Living Wage Ordinance)    |                                   |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing

services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

ATTEST:

By:  
Print name:  
Title:  
For: John F. Shirey, City Manager

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

Attachments

APPROVED TO AS FORM:

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

\_\_\_\_\_  
City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: \_\_\_\_\_*)

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

DECLARATION OF COMPLIANCE Living Wage Ordinance

Name of Contractor: Motorola Solutions Inc.

Address: 6450 SEQUENCE DRIVE San Diego, CA 92121

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
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 Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
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 the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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.

Debra Oliveira  
Signature of Authorized Representative

Date: 10/14/2012

Print name: Debra Oliveira

Title: HR Compliance Consultant

**DECLARATION OF COMPLIANCE Equal Benefits Ordinance**

Name of Contractor: MOTOROLA SOLUTIONS, INC.

Address: 1303 E. ALGONQUIN RD., SCHAUMBURG, IL 60196 (HEADQUARTERS)

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.

  
\_\_\_\_\_  
Signature of Authorized Representative

OCTOBER 15, 2012  
Date

Kelly Kinwan  
\_\_\_\_\_  
Print Name

Corporate Vice President  
\_\_\_\_\_  
Title

*Approved*  
**MARK W. ANTHONY**  
*MWA*

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

**3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

**EXHIBIT B**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ \_\_\_\_\_.

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

- (1) Job Name
- (2) Description of services billed under this invoice, and overall status of project
- (3) Date of Invoice Issuance
- (4) Sequential Invoice Number
- (5) CITY's Purchase Order Number
- (6) Total Contract Amount
- (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
- (8) Total Billed to Date
- (9) Total Remaining on Contract
- (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Attn: \_\_\_\_\_

**5. Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

**6. Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

**7. Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**EXHIBIT C NONPROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

Furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D  
NONPROFESSIONAL SERVICES AGREEMENT  
GENERAL PROVISIONS**

**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. Conflicts 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,

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

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. 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.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is

remedy that CITY may have in law or equity.

**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) AutomobileLiability 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." \_\_\_\_\_ (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:

\_\_\_\_ 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. AdditionalInsuredCoverage

(1) CommercialGeneral Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds 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 insureds 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.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

**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 that 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. Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. UseTaxDirectPaymentPermit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. SellersPermit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

**EXHIBIT E**

**LIVING WAGE REQUIREMENTS**  
 (Nonprofessional Service Agreement)

**The Living Wage Ordinance**

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

**Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

ContractType

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

ContractAmount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

ContractorSize

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor=s employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

SubcontractAmount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

SubcontractorSize

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

**Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the

---

<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation=s voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation=s voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer=s contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer=s contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

---

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer=s workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

### **Other Provisions of the LWO**

#### UseofFundsPaidUnderCITYContracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees= working hours. These restrictions do not apply to expenditures made during good- faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

#### NoReductioninNon-WageBenefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

#### NoRetaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer=s obligations under the LWO; (3) complains about the Covered Employer=s failure to comply with the LWO; or (4) seeks to enforce the LWO.

#### NoReductioninCollective-BargainingWageRates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

### **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

### **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

### **Additional Information**

For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).

For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

**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**

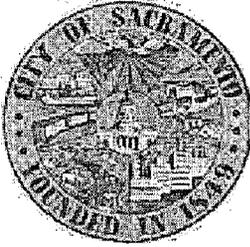
Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, 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
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Any other benefits given to employees
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits

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

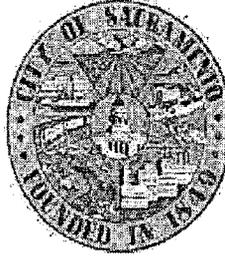
If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, 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, Contract Services Unit, 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



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

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, Contract Services Unit, 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, Contract Services Unit, at the same address, containing the details of the alleged violation.