Meeting Date: **8/7/2014**

Report Type: Consent

Report ID: 2014-00528

City of SACRAMENTO **11**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreement: Water Meter Test Bench System Equipment and Services (Z14110800) (Two-Thirds Vote Required)

Location: District 5

Recommendation: Pass a Resolution 1) suspending competitive bidding for the purchase of water meter test bench system equipment and services, in the best interests of the City; 2) accepting the only proposal submitted in response to the City's Request for Proposals, from the MARS Company; and 3) authorizing the City Manager or the City Manager's designee to execute a supply agreement with the MARS Company to provide water meter test bench system equipment and services, in an amount not-to-exceed $542,362.22 over a two-year term.

Contact: Bill Busath, Manager, Engineering & Water Resources, (916) 808-1434; Dave Hansen, Supervising Engineer, Engineering & Water Resources, (916) 808-1421, Department of Utilities

Presenter: None

Department: Department Of Utilities
Division: Engineering & Water Resources
Dept ID: 14001311
Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Exhibit B - RFP #P14141311015_Addendum#1
5-Exhibit A - RFP #P14141311015_Meter Test Facility Supply and Installation
6-Exhibit C - MARS Company Proposal
7-Exhibit D - Supply Agreement_MARS Company

City Attorney Review

Approved as to Form
Joe Robinson
7/28/2014 1:27:18 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 7/23/2014 11:11:18 AM

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Description/Analysis

Issue Detail: The Department of Utilities (DOU) operates a water meter testing facility that allows DOU to test individual customer water meters within the water distribution system. The existing water meter test bench system equipment cannot adequately service the current and future number of billable water meters in the system. To meet the required testing criteria set forth by American Water Works Association (AWWA) the testing facility equipment needs to be upgraded to include increased meter testing capability, system automation, and water conservation features. Upgrading the meter bench test system will conserve water by providing a new system that recycles test water during testing instead of discharging test water to the sewer. Increased efficiency during the meter testing process will improve water system operations, provide a more accurate accounting of customer's water consumption, and improve customer billing. Authorization is requested to contract with MARS Company for water meter test bench system equipment and services.

Policy Considerations: DOU conducted a Request for Proposals (RFP) process to obtain the necessary equipment and services, and only one firm, the MARS Company, submitted a proposal. DOU used an RFP process instead of the standard competitive bidding process that ranks bidders solely based on price, because DOU wanted to be able to evaluate proposers' ability to design and manufacture equipment that best meets the City's needs. Because the standard competitive bidding process was not used, it is necessary for the City Council to suspend competitive bidding prior to authorizing a contract based on the RFP process that was used. Under City Code Section 3.56.230, the City Council may suspend competitive bidding for a supply purchase if the City Council determines, on a two-thirds vote, that it is in the City's best interests to do so. Staff believes that suspension of competitive bidding is in the City's best interests because the MARS Company is an industry leader in the design and manufacture of water meter test bench systems, their proposal meets all of the City's requirements for the equipment needed to upgrade the City's water meter test bench systems, and the MARS Company is the only firm that responded to the DOU's Request for Proposals.

Economic Impacts: Not applicable.

Environmental Considerations: The Community Development Department, Environmental Planning Services Manager has reviewed the proposed project and has determined the project is exempt from review under Sections 15301 and 15302 of the California Environmental Quality Act (CEQA) Guidelines. Section 15301 applies to the repair, maintenance, permitting, or minor alteration of existing facilities, including public utility facilities, involving negligible or no expansion of use. Section 15302 applies to the replacement or reconstruction of existing facilities, including utility facilities, where the new or reconstructed facility will be located on the same site and will have substantially the same purpose and capacity as the facility being replaced or reconstructed.

Sustainability: The water meter testing facility upgrade supports the goals of the City's Sustainability Master Plan by reducing water meter inaccuracies, improving service and

reliability, which are among the City's sustainability targets. The new facility will also reduce energy-intensive maintenance efforts and billing errors.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: DOU is dependent upon accurate water meter readings and customer billing to fund DOU operations. Upgrading the water meter test bench system equipment is critical to DOU operations and making the water distribution system more efficient. DOU advertised a RFP to supply and install the meter testing equipment. Staff recommends approval of the agreement with the MARS Company, the sole proposal received.

Financial Considerations: The proposed contract has a two-year term and a total not-to-exceed amount of $542,362.22, including taxes. Sufficient funding is available in the Department of Utilities Water Services Construction Improvement Project (CIP) #Z14110800, fund 6005, project budget.

Local Business Enterprise (LBE): DOU issued a RFP for this project and received only one proposal from the MARS Company, an equipment manufacturer located in Florida. As the Mars Company does not meet the LBE participation requirement, and no other proposals were received, the Department requested and received a waiver of the LBE Participation requirement from the Economic Development Department. This waiver was provided after the RFP issuance and submittal dates because the Department did not know in advance that only one supplier would submit a proposal in response to the RFP.

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Background

In April 2014, DOU issued a Request for Proposals (RFP) to seek a qualified test bench designer and equipment supplier to upgrade DOU's present meter test facility. The DOU chose to advertise a RFP with criteria based ratings, instead of the standard bid process that selects a bidder based solely on price, to select a qualified firm based on their engineering design, test equipment fabrication, and facility installation history and experience. Other specific selection criteria included familiarity with the industry standard American Water Works Association (AWWA) Manual M6 for Water Meters that describes how meters are to be tested, staff expertise, references, and familiarity with the City of Sacramento meter testing program.

Only one proposal was received in response to the RFP, from the MARS Company, an equipment manufacturer, located in Florida. The MARS proposal met all of the selection requirements and the company is highly qualified to perform the work. This supplier is the industry leader in water meter test bench systems. Staff is recommending that the City Council suspend competitive bidding in order to authorize a supply agreement with the MARS Company.

DOU staff recommends this firm to supply and install the new water meter test bench system based on the MARS Company's expertise, knowledge, available staff experience, experience providing similar systems, and prior experience with other municipalities.

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RESOLUTION NO. 2014-

Adopted by the Sacramento City Council

SUSPENDING COMPETITIVE BIDDING FOR THE PURCHASE OF WATER METER TEST BENCH SYSTEM EQUIPMENT AND SERVICES AND AUTHORIZING A SUPPLY AGREEMENT WITH THE MARS COMPANY FOR A TWO YEAR TERM

BACKGROUND

A. The Department of Utilities (DOU) water distribution system, including water meters, serves residential and commercial customers throughout the City.

B. DOU utilizes a water meter test facility to ensure that all new water meters are fully functional prior to installation and that all existing water meters are maintained in optimal working order. DOU has a need to upgrade its water meter test bench systems to test water meters more efficiently and improve water distribution system operations.

C. Upgrading the existing meter test bench equipment will increase efficiencies, ensure the accuracy of customer billing, and ensure that DOU is able to meet the required testing criteria set forth by the American Water Works Association (AWWA). As an AWWA compliant test facility, DOU will be able to provide, if needed, water meter testing services for other agencies within the region.

D. DOU conducted a Request for Proposals (RFP) process to obtain the necessary equipment and services, and only one firm, the MARS Company, submitted a proposal. The MARS Company is an industry leader in the design and manufacture of water meter test bench systems and their proposal meets all of the DOU's requirements for the equipment needed. DOU used an RFP process instead of the standard competitive bidding process that ranks bidders solely based on price, because DOU wanted to be able to evaluate proposers' ability to design and manufacture equipment that best meets the City's needs. Because the standard competitive bidding process was not used, it is necessary for the City Council to suspend competitive bidding prior to authorizing a contract based on the RFP process that was used.

E. Under City Code Section 3.56.230, the City Council may suspend competitive bidding for a supply purchase if the City Council determines, on a two-thirds vote, that it is in the City's best interests to do so. Suspension of competitive bidding is in the City's best interests because the MARS Company is an industry leader in the design and manufacture of water meter test bench systems, their proposal meets all of the City's requirements for the equipment needed to upgrade the City's water meter test bench systems, and the MARS Company is the only firm that responded to the DOU's Request for Proposals.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL

RESOLVES AS FOLLOWS:

Section 1. In the best interests of the City, competitive bidding is suspended for the purchase of water meter test bench system equipment and services.

Section 2. The proposal submitted by the MARS Company in response to the City's RFP is accepted.

Section 3. The City Manager or the City Manager's designee is authorized to execute a Supply Agreement with the MARS Company to provide water meter test bench system equipment and services for an amount not-to-exceed $542,362.22 over a two year term.

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SACRAMENTO
Department of Utilities

Water Meter Test Facility - Supply and Installation

(PN: P14141311015)

ADDENDUM #01

April 28, 2014

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

(a) By acknowledging receipt on the sealed proposal in the space provided.
(b) By separate letter that includes a reference to the project name and the addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager:
Bill Miller at (916) 808-1705

Sincerely,

_____
Dave Hansen, Supervising Engineer

Addendum
Enclosure

City of Sacramento Department of Utilities
916-808-1400
1395 35th Avenue
Sacramento, CA 95822

Water Meter Test Facility - Supply and Installation

(PN: Z1414500)

The bid due date as noted on page 6 is in error, change to read **April 30, 2014** as noted below and as correctly stated on the Cover Sheet (page 1), and b. Selection Schedule (page 5).

D. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

Firms or individuals interested in submitting proposals for this project should respond to this Request for Proposals (RFP) by submitting a written statement of qualifications (SOQ) providing all the information requested below. The RFP will be considered complete only if all of the items listed in this section are included in the submittal.

Five (5) hard copies of the SOQ and one (1) electronic copy of RFP/SOQ on CD in pdf format shall be submitted no later than 2:00 pm, ~~April 29, 2014~~ **April 30, 2014** to:

City of Sacramento, Office of the City Clerk
915 I Street, New City Hall, 4th Floor Public Counter
Sacramento, CA 95814
Attention: Contract Services DOU
RE: Meter Test Facility Supply and Installation

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City of SACRAMENTO
Department of Utilities

City of Sacramento
Department of Utilities

REQUEST FOR PROPOSAL

Water Meter Test Facility - Supply and Installation

Q14141311015

Issued: April 9, 2014
Due Date: April 30, 2014, 2:00 pm deadline
Submit to: City of Sacramento, Office of the City Clerk
915 I Street, New City Hall, 4th Floor Public Counter
Sacramento, CA 95814

Note: Hand deliveries of RFPs must be stamped in at the 4th Floor Public Counter or risk being disqualified.

For Information Contact:

Bill Miller P.E.
Senior Engineer
(916) 808-1705 (voice)
(916) 808-1497 (fax)
E-Mail: bmiller@cityofsacramento.org

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D. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

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ATTACHMENT 6 – Conceptual System Layout

REQUEST FOR PROPOSAL

FOR

THE DESIGN, SUPPLY AND INSTALLATION OF A WATER METER TEST FACILITY

April 9, 2014

A. INTRODUCTION

a. Purpose

The City of Sacramento Department of Utilities (Department) is requesting proposals for professional services including cost for the design, supply, and installation of meter test bench equipment to test 5/8-inch thru 16-inch water billing meters in accordance with AWWA Manual M6. This facility will be constructed at the existing Department meter test facility site utilizing the existing upgraded small and medium test benches and include a new larger test bench. Supply of electrical power will be provided by the Department.

Interested firms are invited to submit their Proposal in accordance with the requirements of this RFP. Proposal shall be submitted in accordance with the format and information listed in Section D. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS of this RFP.

b. Deadline

Proposals are to be received by 2:00 pm on April 30, 2014, as described in Section D of this RFP.

c. Background

This water meter testing facility will serve the Department of Utilities City water distribution system by testing individual water billing meters. Presently the test facility cannot adequately service the present and future number of meters in the system. To meet the required testing criteria set forth by American Water Works Association (AWWA) the testing facility needs to be upgraded to include increased meter testing (for both size and number), automation and water conservation features. Upgrading this system will facilitate a more accurate measurement of the customers water consumption and will conserve water that presently is discharged to the sewer.

d. Resources

Resources that may relate to this project include:

- Meter Shop preliminary equipment layout drawings (**Attachment 6**)

e. Project Budget

The estimated cost for these services is approximately $500,000.

B. SELECTION PROCESS

a. Selection Process

After the submittal deadline has passed, a selection committee comprised of City staff will use the criteria provided in Attachment 1 – Request for Proposal (RFP) Rating Form to review and rank each of the firm(s) based on Proposals received. Evaluation factors will include expertise, knowledge and experience of firm in subject matter; prior experience providing similar services; RFP quality and completeness; appropriate resources available to conduct work; and references. The City has the right to reject any and all proposal(s).

A selection of the top ranked firm may be made based solely on the selection committee's review and ranking of the Proposals, without conducting any interviews.

Interviews may also be conducted with the top ranked firms (minimum of two) and considered in the selection. Interview evaluation factors, if interviews are held, will include an overall demonstration of the project manager's ability to manage the project and the project team's knowledge and expertise in the subject area and ability to perform the required tasks, based on the depth and professionalism of the presentation. If interviews are held, the selection committee will select the top-ranked firm based on both the RFP rankings and the interview results, as indicated in Attachment 1 – RFP Rating Form.

The City will enter into negotiations for a Professional Services Agreement with the top ranked firm. If negotiations are not successful in reaching agreement, the City may enter into negotiations with the next-ranked firm, and so on until an agreement is reached.

Local Business Enterprise (LBE) participation will be considered during RFP evaluation as indicated on Attachment 1 – see Attachments 3 and 4 for more information.

The issuance of this RFP shall not be interpreted as, and does not constitute, a representation by the City that any specific firm or firms will be retained to perform any of the services described herein, and a firm shall not acquire any right or entitlement to be retained for such purpose by virtue of submitting a Proposal in response to this RFP.

The City reserves the right to issue additional RFP(s) for the performance of these services during the service period specified below. The City may select qualified firms that submit Proposals in response to this RFP, and/or any subsequent RFP, to perform all, some or any of the consulting services required by the City. The City also reserves the option to cancel or modify this RFP and the selection process at any time.

b. Selection Schedule

• Request for Proposals issued	April 9, 2014
• Last Day to Ask Questions (if necessary)	April 18, 2014
• Last Addendum Posting Date (if necessary)	April 23, 2014
• Proposals due	April 30, 2014
• Selection Panel Review	May 9, 2014
• Contract Negotiations & Preparations	May 16, 2014
• Council Award	June 17, 2014
• Notice to proceed	Approx. July 1, 2014

Contract negotiation & preparation and notice to proceed dates may be pushed back one week if the decision is made to hold interviews.

It is important that the firm selected be able to respond quickly during contract negotiations and initiate work as soon as possible after the contract has been approved. It is the intent of City staff to execute a contract with the firm selected for consulting services within seven (7) days from firm selection.

C. SERVICES REQUESTED

The period during which the services described herein will be performed will extend from approximately May 2014 to approximately June 2015. The selected firm shall have extensive experience with meter testing systems in accordance with AWWA's M6 procedural manual and have a minimum of 10 successful installations. These successful installations shall be 10-inch meter size. The scope of services and cost for the system design, supply, installation, and training are as follows:

Small Test Bench System (5/8" to 1")

- Gravimetric Weight Scale System with Computer Meter Management Software, Computer and Printer
- Tank in Tank 10 by 100 Gallon Stainless Tank with Load Cell Kit
- Upgrade the Existing Small Meter Test Stand to be Computer compatible

Medium Test Bench System (1½" to 2")

- Gravimetric Weight Scale System with Computer Meter Management Software, Computer and Printer
- Tank in Tank 10 by 100 Gallon Stainless Tank with Load Cell Kit
- Load Cell Kit for existing 900 Gallon Stainless Tank
- Upgrade the Existing Medium Meter Test Stand to be Computer compatible

Large Test Bench System (3” to 16”)

- Gravimetric Weight Scale System with Computer Meter Management Software, Computer and Printer
- Tank in Tank 10 by 100 Gallon Stainless Tank with Load Cell Kit
- Load Cell Kit for Department-Supplied 12,000 Gallon Test Tank (10” meter AWWA volume)
- Rack for Meter Spools
- Recirculation System with Endurance Bypass, Magnetic Flow Meter, and 100 and 40 Horsepower Pumps Minimum

To complete the facility system the following shall be included:

- Drain Tank for each weighed tank (4)
- Connecting steel piping in accordance with AWWA C200 and coating C210, C213, or C218
- Controls for automated valves, level and pressure sensors
- Variable Speed Motor controls for recirculation pumps
- Chlorine Feed System to maintain water quality

See **Attachment 6** for the Conceptual System Layout

D. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

Firms or individuals interested in submitting proposals for this project should respond to this Request for Proposals (RFP) by submitting a written statement of qualifications (SOQ) providing all the information requested below. The RFP will be considered complete only if all of the items listed in this section are included in the submittal.

Five (5) hard copies of the SOQ and one (1) electronic copy of RFP/SOQ on CD in pdf format shall be submitted no later than 2:00 pm, April 29, 2014 to:

City of Sacramento, Office of the City Clerk
915 I Street, New City Hall, 4th Floor Public Counter
Sacramento, CA 95814
Attention: Contract Services DOU
RE: Meter Test Facility Supply and Installation

Note: Hand deliveries of Proposal SOQ&CPs must be stamped in at or risk being disqualified.

The RFP/SOQ must be limited to six (6) double-sided pages not including introductory letter, resumes, LBE form (see Attachment 3), LBE documentation (if applicable), and work samples (optional). The submittal must be provided in a sealed envelope or box.

Please provide and present the following information in the order listed, in a clear and concise format:

1. Firm Name.

2. Corporate office and local office address, city, state, zip code, telephone number, fax number, and web site addresses

3. Firm brief history, background, specialties, ownership

4. RFP contact person, address, phone number, e-mail address

5. Office location or locations where the work will be accomplished by the proposing firm and subcontractors.

6. Introductory letter describing firm's basic understanding of the services identified. This letter should also contain an expression of the firm's interest in the work, a statement regarding the qualifications of the firm to do the work, and any summary information that may be useful or informative to the City.

7. Include three client references, addresses and telephone numbers for key team members.

8. Work samples demonstrating the experience described above shall be submitted. Samples may be originals, photocopies, or in pdf format.

9. Provide an attachment or appendix with resumes including applicable experience for Project Manager and key individuals.

10. Provide information identifying key members of firm/project team who will be assigned to project through completion of the project and their availability. The identification and utilization of specific key personnel through the life of the project are important factors in the City's consideration and selection of a firm/project team. Any changes in identified key personnel after the award of the agreement must be approved by the City in writing before the change is made. Include availability of team to begin work as soon as possible after the selected firm receives the notice to proceed.

11. Provide a disclosure identifying any actual, apparent or potential conflict of interest that may result from the performance of any of the services described in Section C of this RFP. These may include any actual, apparent, direct or potential conflicts of interest that may exist with respect to the firm, employees or other persons relative to the provided service. City policy is described further in Section H. CONFLICT OF INTEREST POLICY of this RFP.

12. Complete the form entitled "Local Business Enterprise (LBE) Preference Program" (see Attachment 3) and attach a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License if applicable.

13. The firm selected to perform the requested services will be required to execute the "Declaration of Compliance, Equal Benefits Ordinance" form that is part of the City's standard Professional Services Agreement, attached as Attachment 2. More information regarding the City's Non-Discrimination In Employee Benefits Code, otherwise known as the Equal Benefits Ordinance (EBO), is provided in Exhibit E to the standard Professional Services Agreement.

For more information, including Contractor's Q&As, which includes general information on the most important questions about the EBO from the contractor's perspective, see the following website:

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

For further questions on the EBO, please contact the Program Administrator at (916) 808-5746.

E. PROFESSIONAL SERVICES AGREEMENT

A copy of the City's Professional Services Agreement that the selected firm will be required to sign is provided as Attachment 2. Please note that any firm selected will be required to comply with the standard provisions set forth in Exhibit D of the Agreement; section 11.A provides information on minimum scope and limits of insurance coverage, and section 11.B provides information on additional insured coverage.

The selected firm will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured.

If the insurance certificate(s) and endorsements are provided by an insurance broker, the insurance company will also need to provide verification of coverage.

The selected firm will be required to complete and submit a W-9 form and CA form 587 or 590.

F. ADDENDA AND SUPPLEMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to cancel, postpone, extent or revise this RFP or the RFP process at any time. If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided on the City's Bid website located at:

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

G. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate.

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

H. CONFLICT OF INTEREST POLICY

a. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the City are required to comply with the City's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals working for contractors providing services or performing work for the City, if such individuals are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The City's Conflict of Interest Code requires individuals who qualify as "consultants" to file the following statements of economic interests with the City:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The City's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest

provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

b. **Conflict of Interest Statements.** The standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the submitting firm's acknowledgement and agreement that, if the firm is awarded the agreement by City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City's Conflict of Interest Code.

In addition, if the firm is awarded the agreement by City, such firm shall cause the following to occur within 30 days after execution of the agreement:

(1) The firm shall identify the individuals who will provide services or perform work under the agreement as "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code;

(2) The firm shall cause these individuals to file with the City Representative identified in the agreement the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the agreement, the firm shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all, or a portion, of any payment due under the agreement until all required statements are filed.

I. MISCELLANEOUS

All material submitted shall become the property of the City, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of the City, and may be publicly disclosed as required by law.

ATTACHMENT 1

REQUEST FOR PROPOSAL RATING FORM
DEVELOPMENT OF AN INTEGRATED PLANNING AND ASSET MANAGEMENT PROCESS AND ACTION PLAN

Firm: _____

Selection Committee Member: _____

Date of Review: _____

Selection Committee Member Signature: _____

Criteria		**Available Points**	**Score**
1.	Expertise, knowledge, and experience of firm/team	30	
2.	Prior experience providing similar services	20	
3.	Staff qualifications	15	
4.	RFP quality and completeness	15	
5.	Available staff/resources	10	
6.	References	10	
7.	LBE	5	
	Total	**105**	

Interview Criteria (Optional)		**Available Points**	**Score**
1.	Interview	20	
2.	LBE	1	
	Total	**21**	

ATTACHMENT 2

Standard Professional Services Agreement

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

Name of Contractor
Address
Phone/Fax

("CONTRACTOR"), who agree as follows:

1. **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.

2. **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.

3. **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 form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

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.

4. **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.

5. **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 E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **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.

7. **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:_____

Print name:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

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

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
Equal Benefits Ordinance

Name of Contractor: _____

Address: _____

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 E.

2. As a condition of receiving this Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements 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 Agreement 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 Date

_____

Print Name

_____

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

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:

Name/Title
Address
Phone/Fax/E-mail

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. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is __ is not ___ *[check one]* required for this Agreement. If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____ yes ____ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(2) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(3) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. 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:*]

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

5. 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

PROFESSIONAL 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:

Office
Address
Phone/Fax
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

PROFESSIONAL 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
PROFESSIONAL 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, photostatting, 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 sub-consultant, 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)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million ($1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

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) Except for professional liability, 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 sub-consultants and 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 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 Agreement.

EXHIBIT E

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
- 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 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS 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 24th Street, Bldg. 1
Sacramento, CA 95822

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

ATTACHMENT 3
LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS FOR PROFESSIONAL SERVICES AND NONPROFESSIONAL SERVICES OF $100,000 OR MORE

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established **a minimum 5% participation level for LBEs on this contract.** Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
    a. The LBE's principle business office or workspace; or

b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either **(a)** be a LBE, or **(b)** subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section
3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or
   unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

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

_____

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

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

_____

_____

_____

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

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE)
Participation Verification Form
For Public Projects Over $100,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed.
In addition, the bidder shall list <u>any</u> business entity used to attain the 5% LBE requirement. Estimated dollar values shall be provided for **<u>all</u>** work/services/supplies listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name: _____ Address: _____
Bid Amount: _____ Is Prime Contractor a LBE? Yes____ No____ Total LBE Participation %: ____ Date: _____

Business Entity Name/Address/Contact Person/Telephone/Email	Sub-contractor license number	Indicate LBE (subject to verification)	Describe Exact Type of Work/Services/Supplies to be provided to complete contract	Estimated Dollar Value of Work/Services/Supplies to be Performed or Provided	Percentage of Prime Contract	For Office Use Only (calculation)

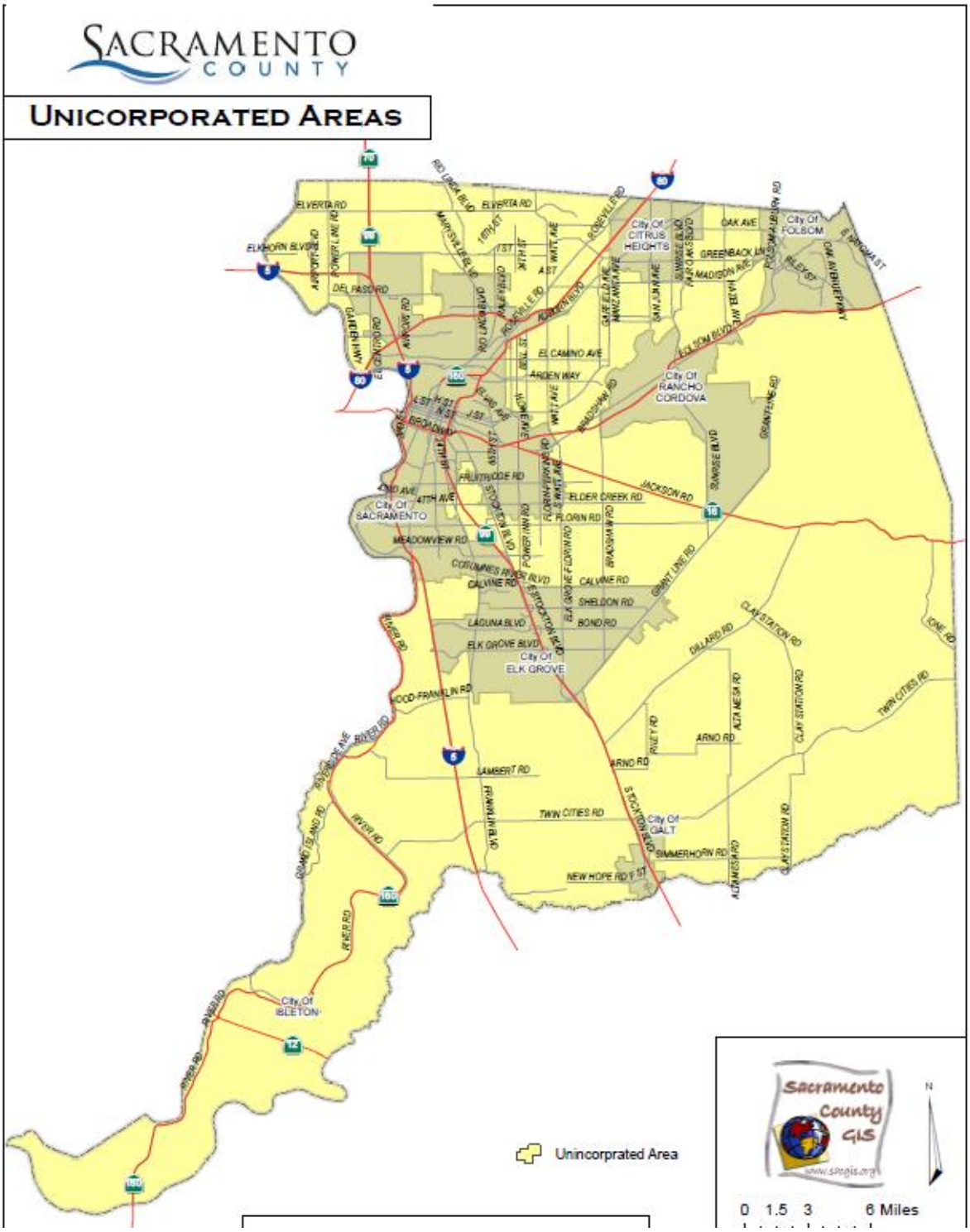
I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. Additionally, I certify that I shall notify each business entity listed on this Form, in writing, if the award is granted to my firm, and I shall make all documentation relevant to subcontractor and LBE participation available to the City of Sacramento upon request. I further certify that all information contained in this Form is true and correct and I acknowledge that the City will rely on the truth of the information in awarding the contract.
PRINCIPAL OF FIRM:

_____ _____ _____
(Signature) (Title) (Date)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Form Updated 2/3/2014

ATTACHMENT 4



ATTACHMENT 5

TAX FORMS

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

TAXABLE YEAR **2014**

Nonresident Withholding Allocation Worksheet

CALIFORNIA FORM **587**

The payee completes this form and returns it to the withholding agent.

Part I Withholding Agent

Withholding agent's name

Address (apt./ste., room, PO Box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP Code

Part II Nonresident Payee

Payee's name | ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO Box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP Code

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company (LLC) ☐ Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ Provides services within and outside California (see Part IV, Income Allocation)

☐ Other (Describe)_____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding. Add column (a), line 1 through line 5			

Nonresident withholding threshold amount: $1,500.00

Backup withholding threshold amount: $0.00

Certification of Nonresident Payee

Sign Here

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Print or type payee's name	Telephone ( )
Payee's signature ▶	Date
Print or type representative's name and title	Telephone ( )
Authorized representative's signature ▶	Date

For Privacy Notice, get FTB 1131 ENG/SP. 7041143 Form 587 C2 2013

YEAR

CALIFORNIA FORM

2014 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO Box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP Code

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or limited liability companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) _____ Telephone (_____)_____

Payee's signature ▶ _____ Date _____

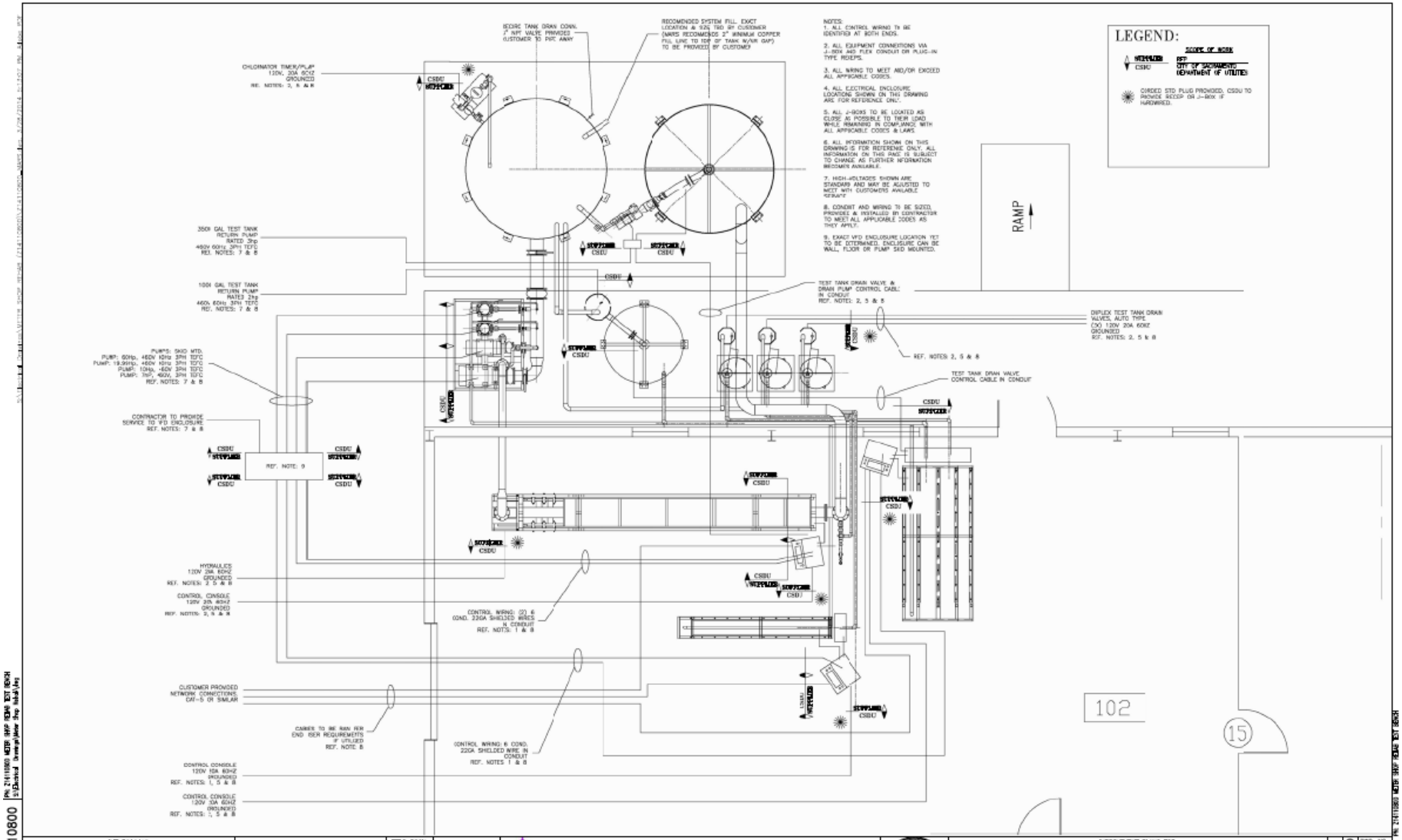
For Privacy Notice, get FTB 1131 ENG/SP.

7061143

Form 590 C2 2013

ATTACHMENT 6

CONCEPTUAL SYSTEM LAYOUT



PN: Z14110800

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION: ELEV.

FIELD BOOK

SCALE: H: N/A V: N/A

1" ON ORIGINAL SCALE DRAWING ADJUST SCALE DIMENSIONS IF THIS DOES NOT SCALE AT 1"

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: K. JORDAN DATE: 04/2013
DESIGNED BY: R. MILLER R.C.E. NO. M28044 DATE: 04/2013
CHECKED BY: P. BARNES R.C.E. NO. E8339 DATE: 04/2013

IMPROVEMENT PLANS FOR:
METER SHOP REHAB
TEST BENCH
ELECTRICAL–MECHANICAL DIAGRAM

GIS GRID NO. NA/13

PN: Z14110800

DWG. NO. M-2
SHEET 17 OF XX

Back to Report Table of Contents

RFP No. P14141311015
Water Meter Test Facility – Supply and Installation

City of SACRAMENTO
Department of Utilities

Response Submitted By

Michael Mastic
MARS Company

April 25, 2014

MARS COMPANY

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

April 25, 2014

Office of the City Clerk
City of Sacramento
Department of Utilities
915 I Street
New City Hall
4th Floor Public Counter
Sacramento, CA 95814

RE: P14141311015 Water Meter Test Facility – Supply and Installation

Dear Sir / Madam:

On behalf of MARS Company, thank you for this opportunity to furnish our **Response to Request for Proposal P14141311015 Water Meter Test Facility – Supply and Installation.**

The MARS Company has been supplying Water Meter Test Bench Systems for over thirty (30) years and is an industry leader with the speed, accuracy and report detail we provide.

The attached information includes:

- MARS Statement of Qualifications (SOQ) as indicated on pages 6 and 7 of the RFP
- List of Successful Installations that perform meter testing up to and including 10" meters.
- MARS "Resume Summary" (Curriculum Vitae) of key employees that are involved in the design of the MARS Recommended Solution, the manufacture of the Solution, the installation of the Solution and the training of the City's operators on the operation and detail of the MARS Solution.
- The LBE
- Work Samples, which include:
    - CAD Drawings of selected Meter Shops with similar requirements
    - Pictures of similar Large Meter Test Bench Systems
    - Pictures of similar Recirculation Systems
    - Pictures of a Test Spool Rack which included 16" meter support

The MARS Company fully complies with the Services Requested as stated on pages 4 and 5 of the RFP unless noted otherwise.

Scope of Work:

- Updating each of the two (2) existing MARS Test Benches, the Series 2400 (Small Test Bench) and the Series 5000 (Medium Test Bench).
    - Replacement of valves, wiring and other components to update the units to become Gravimetric capable; plus adjustments and minor repairs as needed.
- Replace the existing 10 gallon and 100 gallon tanks with 10/100 Stainless Steel Duplex Tanks (one for each Test Bench – Small and Medium).
- For both the Small Meter Test Bench and the Medium Test Bench - Add the MARS Gravimetric System for the higher degree of accuracy and automated testing procedures. The Gravimetric System includes Console, Computer, Printer, Touchscreen, Scale Instrument, MARS M3 Meter Management Software, one (1) scale for the 10/100 Tank.
- Add Load Cells for the current 900 Gallon Tank.
- Replace the current large bench with the MARS Large Meter Test Bench that has the ability to test up to one (1) 16" meter.
    - Includes:
        - Gravimetric System
        - Spool Rack (spools for 3", 4", 6", 8", 10", 12", 16" meter testing)
        - 10/100 Stainless Steel Calibrated Test Tank
        - Load Cell Kit for Customer-Supplied test tank
- Recirculation System
    - Includes:
        - Supply and Return Pumps for all Test Tanks
        - Pumps and Pump Skid, plus all piping required for operation
            - 100HP (Large Bench – high flow), 40HP (Large Bench – low and mid flows), 15HP (Series 5000), 10HP (Series 2400) Supply Pumps
            - All associated Variable Frequency Devices for the Supply Pumps
            - Chlorination System

- The Large Meter Test Bench large test tank and the Recirculation System Supply Tank will be provided by another manufacturer.
    - The pricing includes the Load Cell Kit to comply with the MARS Gravimetric System.
    - MARS Company will provide the specifications to the recommended tank manufacturer.
- The Large Meter Test Bench will provide a 'bypass" as to allow for the operation of an endurance test. This will be included as part of the Recirculation System.

- Space allowance will be configured to include the 10" Mag Meter (**not provided by MARS Company**).
- On-Site Installation / Training
- All Freight, Crating and Handling Fees

The Price for the MARS Recommendation is **$499,873.00** and includes:

Item	Qty	Description
1	1	Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer for the **Series 2400 Test Bench System (Small Test Bench System)**
2	1	10/100 Gallon Stainless Tank –Series 2400
3	1	Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer for the **Series 5000 Test Bench System (Medium Test Bench System)**
4	1	Load Cell Kit –for the 900 Gallon Tank
5	1	10/100 Gallon Stainless Tank –Series 5000
6	1	Small and Medium Test Bench Upgrade Parts and Components
7	1	Large Meter Test Bench System (up to 16") with Load Cell Kit for Customer-Supplied Test Tank
8	1	Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer for the **Large Meter Test Bench**
9	1	Spool Rack
10	1	**Recirculation System** with Endurance Bypass (includes components as described above)
11	1	Installation Assistance / Training (with MARS Personnel)
12	1	Freight, Crating and Handling Fees

The On-Site Start-up with MARS Personnel includes training, scale certification and installation supervision at your facility. We will allow up to eight (8) days of bench set-up with your assistance. This does not include work on main electrical power supply / components, main water supply / components or any building modifications that may be necessary. The City of Sacramento employees involved in training receive Certificates.

- Prices quoted are in US dollars (USD).
- The pricing does not include any taxes, duties or tariffs, if applicable.
- Delivery is quoted as approximately 90 days after receipt of order (ARO).
- Installation will follow within two (2) weeks after delivery.
- Payment terms for the City of Sacramento is 50% on order and the balance net 30 days after delivery.
- Any changes to the Project Scope may require an authorized Change Notice.
- The above pricing is valid for sixty (60) days from the date of this letter.
- System includes 1-Year Warranty.

MARS Company will be available in anticipation of the Interview and/or Contract Negotiation during the timeframes outlined on page 4 of the RFP.

We look forward to being your vendor of choice. If you have any questions or comments, please feel free to contact me toll free at 1-800-782-5268 or via email at mikemastic@marswater.com.

As always, thank you for this opportunity to be of service.

Sincerely,

MARS Company

Michael L. Mastic
National Sales Manager

Attachments

CC: Mr. Floyd Salser – MARS Company

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

Item 1.
Floyd S. Salser, Jr. and Associates, Inc. dba MARS Company

Item 2.
MARS Company
PO Box 772887
Ocala FL 34477-2887

Physical address:
MARS Company
3925 SW 13th Street
Ocala FL 34474

(352) 694-7195 Main
(800) 782-5268 Toll Free
(352) 694-7397 Fax

www.marswater.com

Item 3.
Mars Company is a family owned Water Products Manufacturer located in Ocala, Florida. MARS Company has been involved in the water industry for twenty-nine (29) years, providing solutions specific to this industry. Although best known for the world-class Water Meter Test Bench Systems, MARS has provided AMR/AMI solutions for the past eight (8) years, holding numerous patents that providing a powerful drive-by solution and a fixed network solution that rivals any systems available in the U. S. and Canada.

MARS Company's CEO and Founder, Floyd Salser, has been a long time member of AWWA. He served on multiple committees, including the AWWA Water Meter Standards Committee, and is the Standing Chairman of the AWWA Subcommittee on Revision of Manual M6 (Water Meters – Selection, Installation, Testing and Maintenance). MARS Company has been recognized for outstanding, long-term contributions to the field of water metering.

Mr. Salser holds additional patents not only related to the MARS AMR and Test Bench product lines, but has several patents pending in the AMR product line, the Water Meter Test Bench System line, and within the MARS Specialty Product Division.
MARS supplies water meter testing equipment to the International Water Market and has designed and built testing equipment to ISO and EEC Standards in addition to specialized testing equipment to the valve and fitting industry.

MARS Company has four (4) business segments:

1. Water Meter Test Bench Systems and solutions (including field test units and systems)
2. Automated Meter Reading / Advanced Metering Infrastructure solutions
3. Specialty and Fabricated Products
    a. Tools (standard and custom built to spec) specific to the water industry, including, but not limited to, strainers, valve keys, diffusers, drill taps, spools, test spools and more.
4. Maintenance and Service Agreements
    a. Water Meter Test Bench Systems
    b. AMR / AMI

Item 4.

Michael Mastic
National Sales Manager
MARS Company
PO Box 772887
Ocala FL 34477-2887

Physical address:
MARS Company
3925 SW 13th Street
Ocala FL 34474

mikemastic@marswater.com

(352) 694-7195 Main
(800) 782-5268 Toll Free
(352) 694-7397 Fax

Item 5.

Manufacture, assembly, testing, disassembly:
MARS Company
3925 SW 13th Street
Ocala FL 34474

Re-Assembly, installation, training
City of Sacramento
Department of Utilities
5730 24th Street
Sacramento, CA 95822

Item 6.

See attached.

Item 7.
For all MARS Team Members:

Washington Suburban Sanitary Commission
Mr. Tom Kelly
(301) 206-8097
14501 Sweitzer Lane
Laurel, MD 20707

San Francisco Public Utility Commission
Don Lampe
(415) 920-4076
1990 Newcomb Avenue
San Francisco CA 94124

AquaAmerica
Mr. Larry Doyle
(610) 541-4166
700 West Sproul Road
Springfield, PA 19064

Item 8.
See attached

Item 9.
See attached

Item 10.
Project Manager (on-site and during production)
Joseph Porterfield, Production Supervisor

Ten (10) years MARS experience in the manufacture, support and implementation of MARS Test Bench Systems. Mr. Porterfield will be the "lead" on-site contact for MARS Company.

David Dymerski, Installation

Six (6) years in production, installation and support of MARS Test Bench Systems.

Andrew Jenkinson, Installation

Twelve (12) years in production, installation and support of MARS Test Bench Systems.

Jo Ann Majernik, Installation

Two (2) year in electrical / software / support of MARS Test Bench Systems.

David Zook, System Design / Installation

Ten (10) years CAD and implementation of MARS Test Bench Systems.

Michael Mastic, Account Management

Eight (8) years assisting in design and implementation of Customer Installations of the years in production, installation and support of MARS Test Bench Systems. Also Member AWWA and an Alternate on the Water Meter Standards Committee.

Floyd Salser, Overall Team Leader

Over (35) years in the Industry. Founder, chief designer of all MARS Test Bench Systems and Accessories.

Item 11.
Not Applicable.

Item 12.
Not Applicable. Form is attached.

Item 13.
Understood. MARS Company will comply.

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

MARS Company

Installations with meter testing requirements up to 10” (minimum)

Boston Water and Sewer Commission
Mr. Bill Choukas
(617) 989-7140
980 Harrison Ave.
Roxbury MA 02119
Series 6-1200 (5/8” through 2”) with Gravimetric System
Large Meter Test Bench (3” through 10”) with Gravimetric System
Recirculation System

Washington Suburban Sanitary Commission
Mr. Tom Kelly
(301) 206-8097
14501 Sweitzer Lane
Laurel, MD 20707
(6) Test Benches for 5/8” through 2” with Gravimetric System
Large Meter Test Bench (3” through 10”) with Gravimetric System
Recirculation System

San Antonio Water System
Mr. Louis Gutierrez
(210) 233-3262
3930 East Houston Street
San Antonio TX 78220-1402
Series 2400 (5/8” through 1”) with Gravimetric System
Series 5000 (1-1/2” through 2”) with Gravimetric System
Large Meter Test Bench (3” through 10”) with Gravimetric System
Recirculation System
(2) Truck-Mounted Large Meter Test System

San Francisco Public Utility Commission
Don Lampe
(415) 920-4076
1990 Newcomb Avenue
San Francisco CA 94124
(2) Series 2400 Advanced (5/8” through 2”) with Gravimetric System
Large Meter Test Bench (3” through 10”) with Gravimetric System
Recirculation System

City of Columbus (Ohio)
Mr. Mark Bowen
(614) 645-8510
3568 Indianola Avenue
Columbus, OH 43214
Series 2400 Advanced (5/8" through 2") with Gravimetric System
Large Meter Test Bench (3" through 16") with Gravimetric System
Recirculation System

Alameda County
Mr. Robert Ells
(510) 668-6590
43885 South Grimmer Blvd.
Fremont, CA 94538
Series 5-1000 (5/8" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System
Recirculation System

Dallas Water Utilities
Mr. Alexander Land
(214) 670-8213
2821 Municipal Street
Dallas TX 78702
Large Meter Test Bench (3" through 10") with Gravimetric System
Recirculation System

AquaAmerica
Mr. Larry Doyle
(610) 541-4166
700 West Sproul Road
Springfield, PA 19064
(2) Series 2400 (5/8" through 1") with Gravimetric System
Series 5000 (1-1/2" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System
Recirculation System

New York DEP
Mr. Michael Roach
(718) 595-6041
96-05 Horace Harding Expressway
1st Floor
Corona, NY 11368-4100
Series 2400 (5/8" through 1") with Gravimetric System
Series 10000 (1-1/2" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System
Recirculation System

Philadelphia Water Department
Mr. Jack Meade
(215) 685 - 9642
29th and Cambria Streets
Philadelphia, PA 19132
Series 5-1000 (5/8" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System
Recirculation System

DC Water and Sewer Authority (DCWASA)
Mr. Raymond Haynesworth
(202) 612-3485
301 Bryant Street NW
Washington DC 20002
Series 6-1200 (5/8" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System
Recirculation System

City of Wichita
Mr. Curtis Cummings
(316) 219-8928
1825 S. McLean Boulevard
Wichita, KS 67213
Series 1200 (5/8" through 1")
Series 5000 (1-1/2" through 2")
Large Meter Test Bench (3" through 10") with Scale System

Birmingham Water Works Board
Ms. Tina Webb
(205) 244-4134
3600 First Avenue North
PO Box 830110
Birmingham, AL 35283-0110
Series 3600 (5/8" through 1") with Gravimetric System
Series 5000 (1-1/2" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System
Van-Mounted Large Meter Test System

San Jose Water Company
Ms. Dina Thatcher
(408) 279-7942
1251 South Bascom Avenue
San Jose, CA 95128
Series 2400 (5/8" through 1") with Gravimetric System
Series 5000 (1-1/2" through 2") with Gravimetric System
Large Meter Test Bench (3" through 10") with Gravimetric System

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

Curriculem Vitae of Key Personnel

Name: **Floyd S. Salser, Jr.**

Position: **CEO / Founder of Floyd S. Salser, Jr. & Associates, Inc. dba MARS Company**

Précis: **Owner and creator of MARS Company. AWWA Life Member. Voting Member of the AWWA Standards Committee. Current and former Chairman of the M6 Committee (Water Meters – Selection, Installation, Testing and Maintenance). Recipient of the AWWA George Anderson Award of Excellence (recognizing a lifetime of achievement in the water industry).**

Professional Experience:

Entered the Waterworks Industry in 1966 as Construction Manager building Water and Wastewater Plants in Florida.

Served as Executive Vice President and Manager of Operations of the Kent Meter factory in Ocala FL from 1974 through 1984.

Member of the American Water Works Association (AWWA) Meter Standards Committee since 1974 as a Producer Member and served as Chairman, Vice Chairman or Committee Member of (17) Subcommittees from that date through the present. Mr. Salser is one of three Senior Members and has been a member of the AWWA Standards Committee for 40 years. He and Michael Mastic (MARS Company) are the only Producer Members in the field of Meter testing and Meter Testing Equipment.

In 1984 established MARS Company. MARS is an acronym for Meters And Related Services. The Company Mission at MARS Company is to manufacture Water Meter Testing Equipment and Automated Meter Reading Systems (AMR/AMI) for meter manufacturers and Water Agencies, as well as, manufacturing other Water Industry related products.

Mr. Salser has served as an expert witness in Court on more than 25 occasions in the US and Europe on legal matters involving water meter designs, meter related disputes, installations and applications. These appointments were received as a direct result of the AWWA being requested to provide expert assistance in these matters.

Special recognition was signified in 2006 as Mr. Salser was presented the Annual George Anderson Award for Excellence from the AWWA and Water Meter Standards Committee. This award is a lifetime achievement award presented only one time to that recipient and is for a lifetime of service to the AWWA, unselfish contributions to the science of Water Meter Development and to the dedication to the mission of AWWA through the training of others and to maintain high ethical standards.

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

Curriculem Vitae of Key Personnel

Name: **Michael L. Mastic**

Position: **National Sales Manager, MARS Company**

Précis: **AWWA Member. Member (Alternate) of the AWWA Standards Committee. Experienced Sales Professional and Manager in the telecommunications and high-tech industry as well as the water industry.**

Professional Experience:

Beginning in 1979 and through 2007, involved in the High Tech Industries which include the computer (Mainframe and Data Center Operations) and telecommunications market segments, in sales, management and technical capacities.

Mr. Mastic has approached the Water Industry in the same manner bringing the logistics to assist in the development and planning of today's modern Meter Shop Operations.
Since joining MARS Company in 2007, Mr. Mastic has been involved in over 300 Meter Shop facilities, assisting the Utility / Municipality / Private Organization to plan and develop Meter Testing Strategies, utilizing his background and training in finance, technical services, sales and management.

Upon becoming a member of the AWWA, he has served as an Alternate on the Water Meter Standards Committee since 2011. In addition, he has participated in several Subcommittees.

Relevant Industry Skills

- Territory Management
- Technical Solutions
- Computer Industry background and extensive training

BA Economics, Washington and Jefferson College, Washington PA

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

Curriculem Vitae of Key Personnel

Name: **Joseph Porterfield**

Position: **Production Supervisor, MARS Company**

Précis: **Manages the production floor at MARS. On-Site management of all large installations and many small to medium projects.**

Professional Experience:

Mr. Porterfield has been involved with MARS Company for over ten (10) years. During this time he has demonstrated the ability to lead the on-site installation of meter test bench projects; at last count he has participated in the installation of nearly 200 test bench systems.

In addition, Mr. Porterfield is the primary interface for the deployment and scheduling of the service and maintenance of the Meter test Equipment.

Currently supervises the manufacturing of the meter test equipment and the fabrication of other products, such as spools, strainers and portable field test systems.

His background prior to MARS is as an Industrial Maintenance Mechanic and Machinery Erector.

Relevant Industry Skills

- Production Management
- Installation management

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

Curriculem Vitae of Key Personnel

Name: **David Zook**

Position: **Internal Project Manager / Senior Designer, MARS Company**

Précis: **Designs the Systems based on requirements and input from the "Team". Creation and development of concepts complete with conceptual drawings through all phases and interaction with engineering, fabrication, manufacturing and implementation / installation.**

Professional Experience:

Mr. Zook interfaces with all facets of product – from concept and design through sales, fabrication and installation.

Provides CAD drawings from concept and manages the process to include engineering specifications, electrical specifications, plumbing and quality assurance.

Relevant Industry Skills

- Knowledge of industry codes and specifications, including, but not limited to, ASME, ANSI, AWWA, OSHA, ISO, FAA-10C, B31.3 and more.
- Problem assessment in relation to design, manufacturing, operation, implementation
- Extensive computer and software knowledge (AUTOCAD Cole/Oracle, Versa CAD, BobCAD, Pro-Engineer and more)
- Deadline dedicated

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section
3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or
   unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

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

_____

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

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

_____

_____

_____

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

Form Updated 12/05/13

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE)
Participation Verification Form
For Public Projects Over $100,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed.
In addition, the bidder shall list any business entity used to attain the 5% LBE requirement. Estimated dollar values shall be provided for all work/services/supplies listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

Floyd S. Salser Jr. & Associates Inc.
Prime Contractor Name: dba MARS Company Address: PO Box 772887, Ocala FL 34477-2887
Bid Amount: $499,873.00 Is Prime Contractor a LBE? Yes___ No X Total LBE Participation %: -0- Date: April 25, 2014

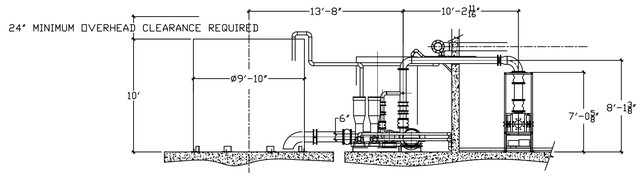
Business Entity Name/Address/Contact Person/Telephone/Email	Sub-contractor license number	Indicate LBE (subject to verification)	Describe Exact Type of Work/Services/Supplies to be provided to complete contract	Estimated Dollar Value of Work/Services/Supplies to be Performed or Provided	Percentage of Prime Contract	For Office Use Only (calculation)

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. Additionally, I certify that I shall notify each business entity listed on this Form, in writing, if the award is granted to my firm, and I shall make all documentation relevant to subcontractor and LBE participation available to the City of Sacramento upon request. I further certify that all information contained in this Form is true and correct and I acknowledge that the City will rely on the truth of the information in awarding the contract.
PRINCIPAL OF FIRM:

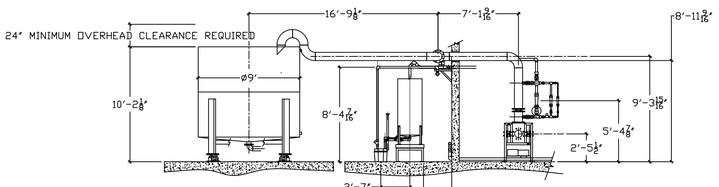
F. Salser Jr. (Signature) CEO (Title) April 25, 2014 (Date)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

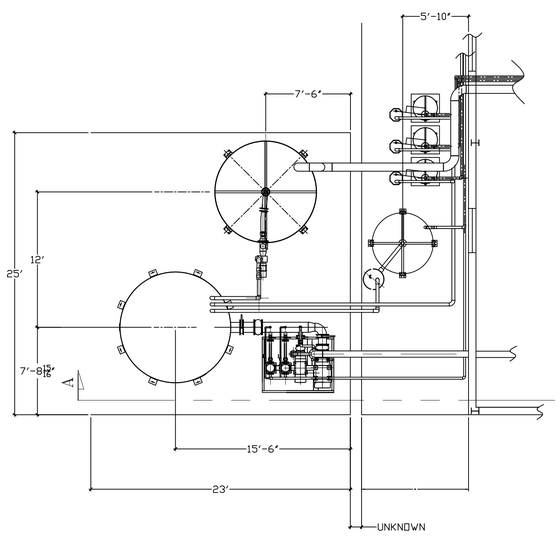
Form Updated 2/3/2014

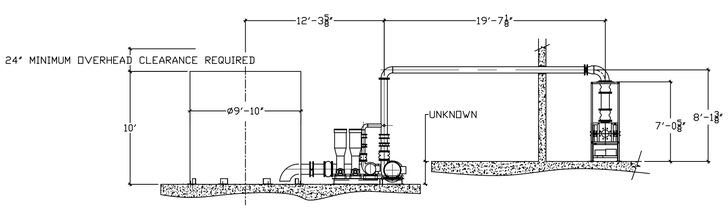


SECTION A–A

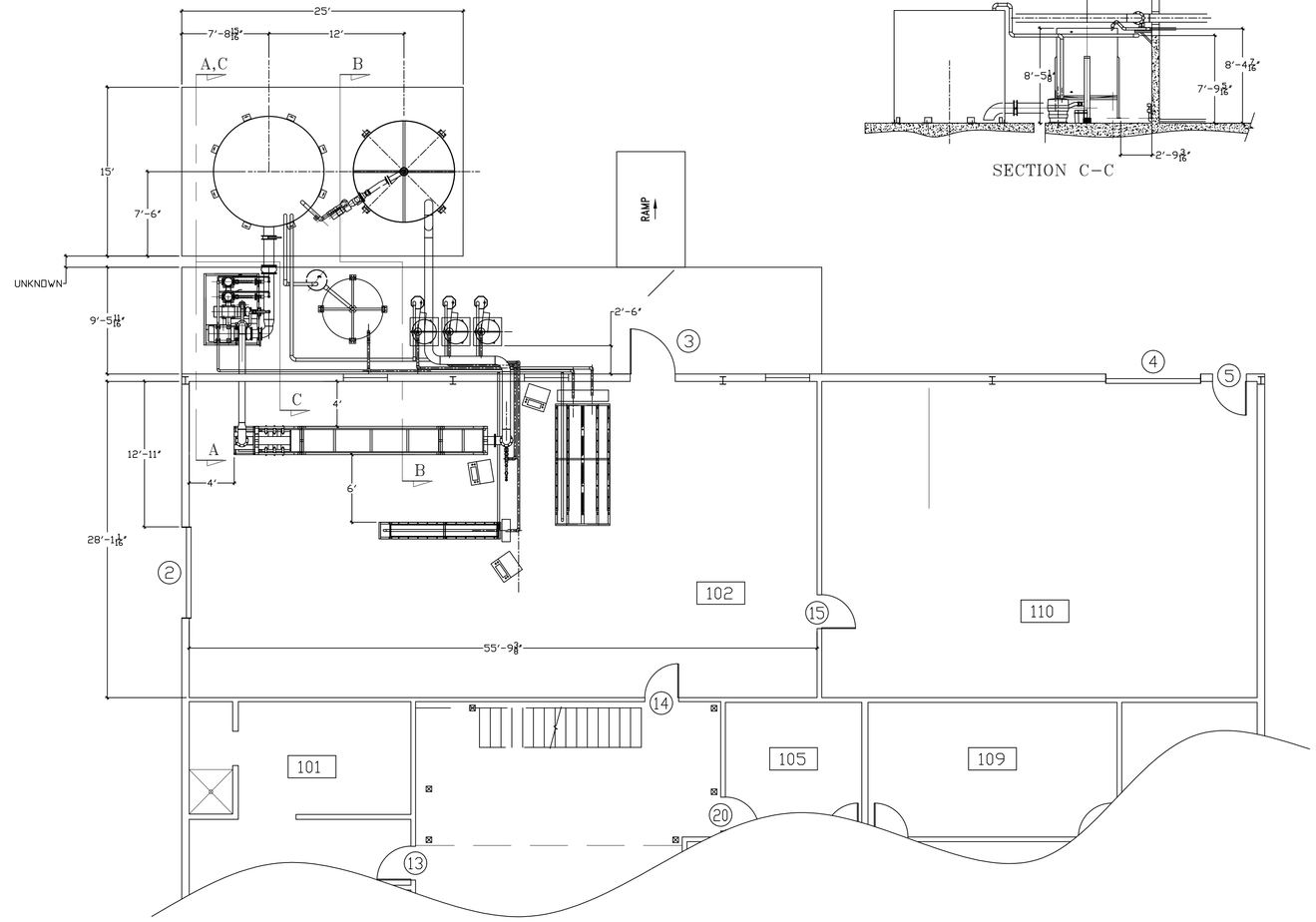


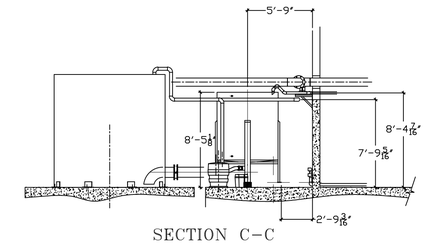
SECTION B–B





SECTION A–A
ALTERNATE





SECTION C–C

FOR APPROVAL:

This drawing is being provided for your approval. This drawing is not intended to be all–inclusive, but provides equipment type and placement information. Signing signifies acceptance of the data included in this drawing and allows MARS Co. to continue with the design process.

Signed _____

THIS DRAWING IS PROPRIETARY INFORMATION WITH ALL RIGHTS RESERVED BY MARS COMPANY AND CANNOT BE DISCLOSED OR DUPLICATED IN PART OR WHOLE WITHOUT WRITTEN CONSENT OF MARS COMPANY

MARS COMPANY
P. O. BOX 830340
OCALA, FLORIDA 34483–0340
(352) 694–7195
FLOYD S. SALSER JR. & ASSOC.

DWG NO. SHT–1
PROJ NO.

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

No.	Description	Date	By

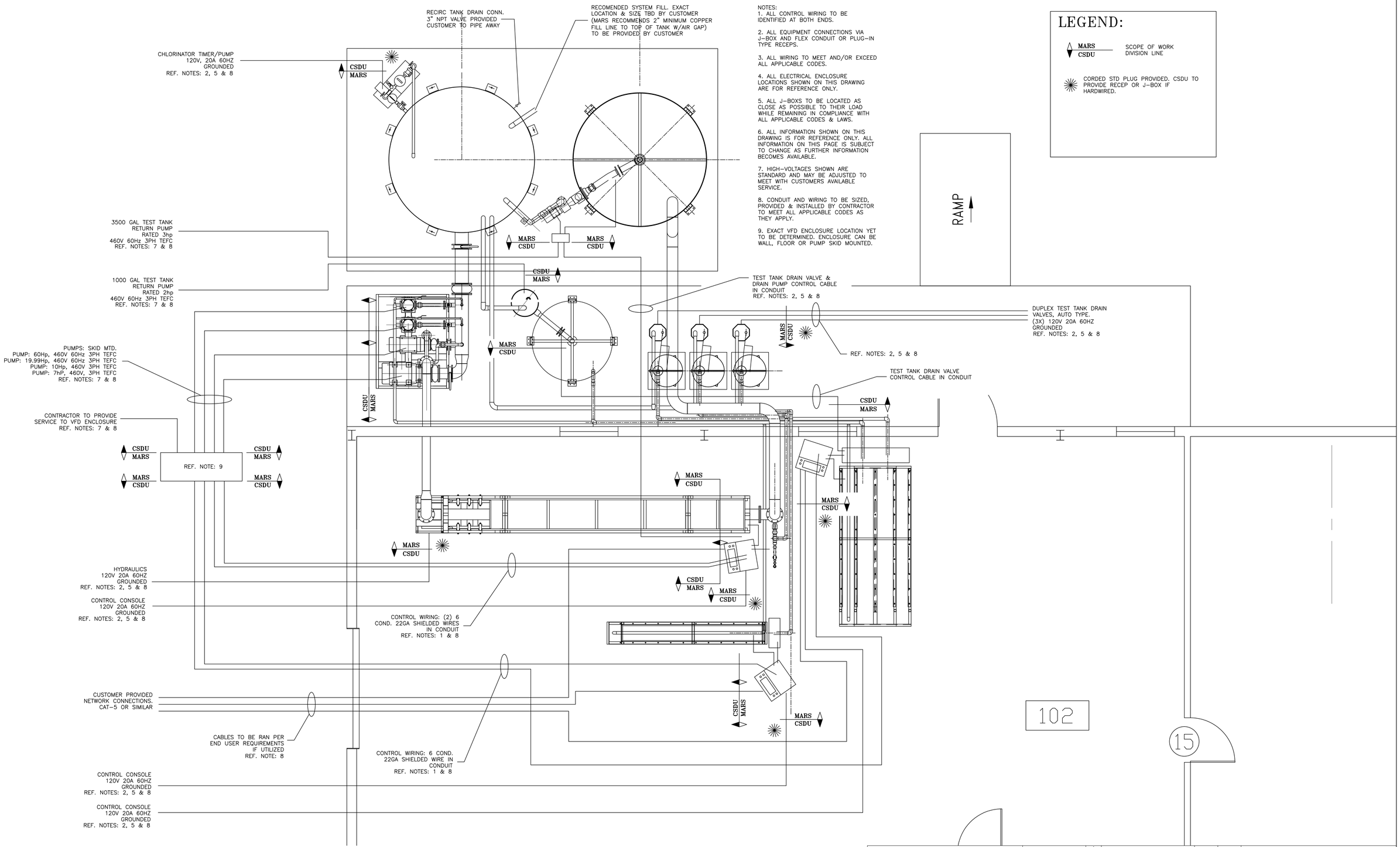
PRELIMINARY
Spec. _ _ _ _ _ Field Book No. _ _ _
Preliminary Date: _ _ _ By: _ _ _

CITY of SACRAMENTO

PROPOSED GENERAL ARRANGEMENT
CONCEPTUAL

Scale: NS Date: 07/30/2013
Drawn: D. ZOOK Engd by: D. ZOOK
Approved: _ _ _ _ _ _ _ Chkd: _ _ _

SHEET 01 OF 01 SHEETS



NOTES:
1. ALL CONTROL WIRING TO BE IDENTIFIED AT BOTH ENDS.

2. ALL EQUIPMENT CONNECTIONS VIA J-BOX AND FLEX CONDUIT OR PLUG-IN TYPE RECEPS.

3. ALL WIRING TO MEET AND/OR EXCEED ALL APPLICABLE CODES.

4. ALL ELECTRICAL ENCLOSURE LOCATIONS SHOWN ON THIS DRAWING ARE FOR REFERENCE ONLY.

5. ALL J-BOXS TO BE LOCATED AS CLOSE AS POSSIBLE TO THEIR LOAD WHILE REMAINING IN COMPLIANCE WITH ALL APPLICABLE CODES & LAWS.

6. ALL INFORMATION SHOWN ON THIS DRAWING IS FOR REFERENCE ONLY. ALL INFORMATION ON THIS PAGE IS SUBJECT TO CHANGE AS FURTHER INFORMATION BECOMES AVAILABLE.

7. HIGH-VOLTAGES SHOWN ARE STANDARD AND MAY BE ADJUSTED TO MEET WITH CUSTOMERS AVAILABLE SERVICE.

8. CONDUIT AND WIRING TO BE SIZED, PROVIDED & INSTALLED BY CONTRACTOR TO MEET ALL APPLICABLE CODES AS THEY APPLY.

9. EXACT VFD ENCLOSURE LOCATION YET TO BE DETERMINED. ENCLOSURE CAN BE WALL, FLOOR OR PUMP SKID MOUNTED.

LEGEND:

MARS / CSDU — SCOPE OF WORK DIVISION LINE

CORDED STD PLUG PROVIDED. CSDU TO PROVIDE RECEP OR J-BOX IF HARDWIRED.

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MARS COMPANY
P. O. BOX 830340
OCALA, FLORIDA 34483-0340
(352) 694-7195
FLOYD S. SALSER JR. & ASSOC.

DWG NO. SHT-1
PROJ NO.

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No.	Description	Date	By

PRELIMINARY

Spec. _ _ _ _ _ Field Book No. _ _ _

Preliminary Date: _ _ _ By: _ _ _

CITY of SACRAMENTO

ELECTRICAL SCOPE of WORK
CONCEPTUAL

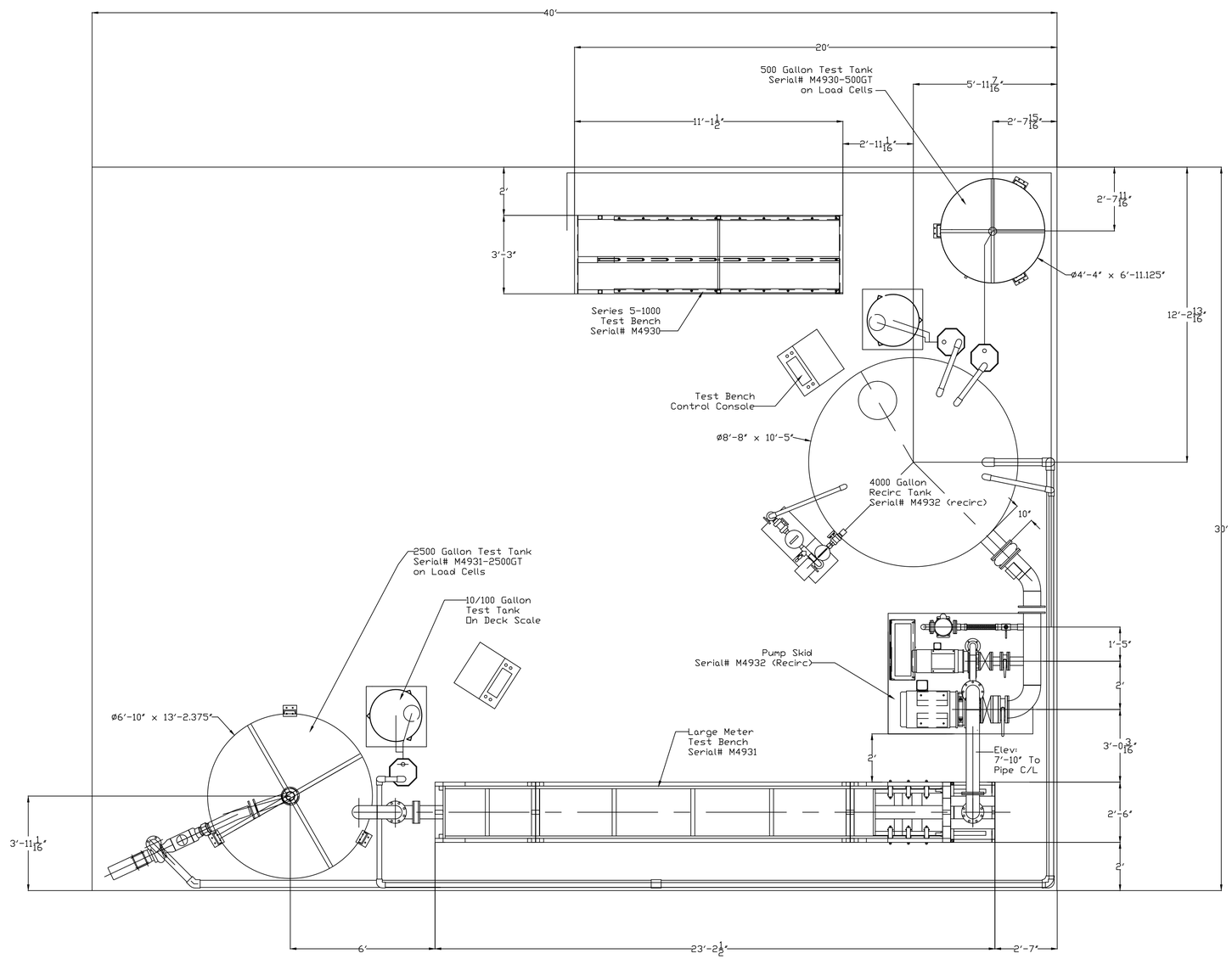
Scale: _NS_ _ _ _ _ Date: _09/10/2013_

Drawn: D. ZOOK _ Engd by: D. ZOOK_ _ _

Approved: _ _ _ _ _ _ Chkd: _ _ _

SHEET 01 OF 01 SHEETS

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED



Bill of Materials	Qty
Lg. Meter Test Bench	1
5-1000 Series Meter Test Bench	1
10/100 Gallon Test Tank	2
500 Gallon Test Tank	1
2500 Gallon Test Tank	1
4000 Gallon Recirc Tank	1
Pump Skid	1
Test Bench Control Console	2

NOTE:

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MARS COMPANY
P.O. BOX 772887
OCALA, FL 34477-2887
(352) 694-7195

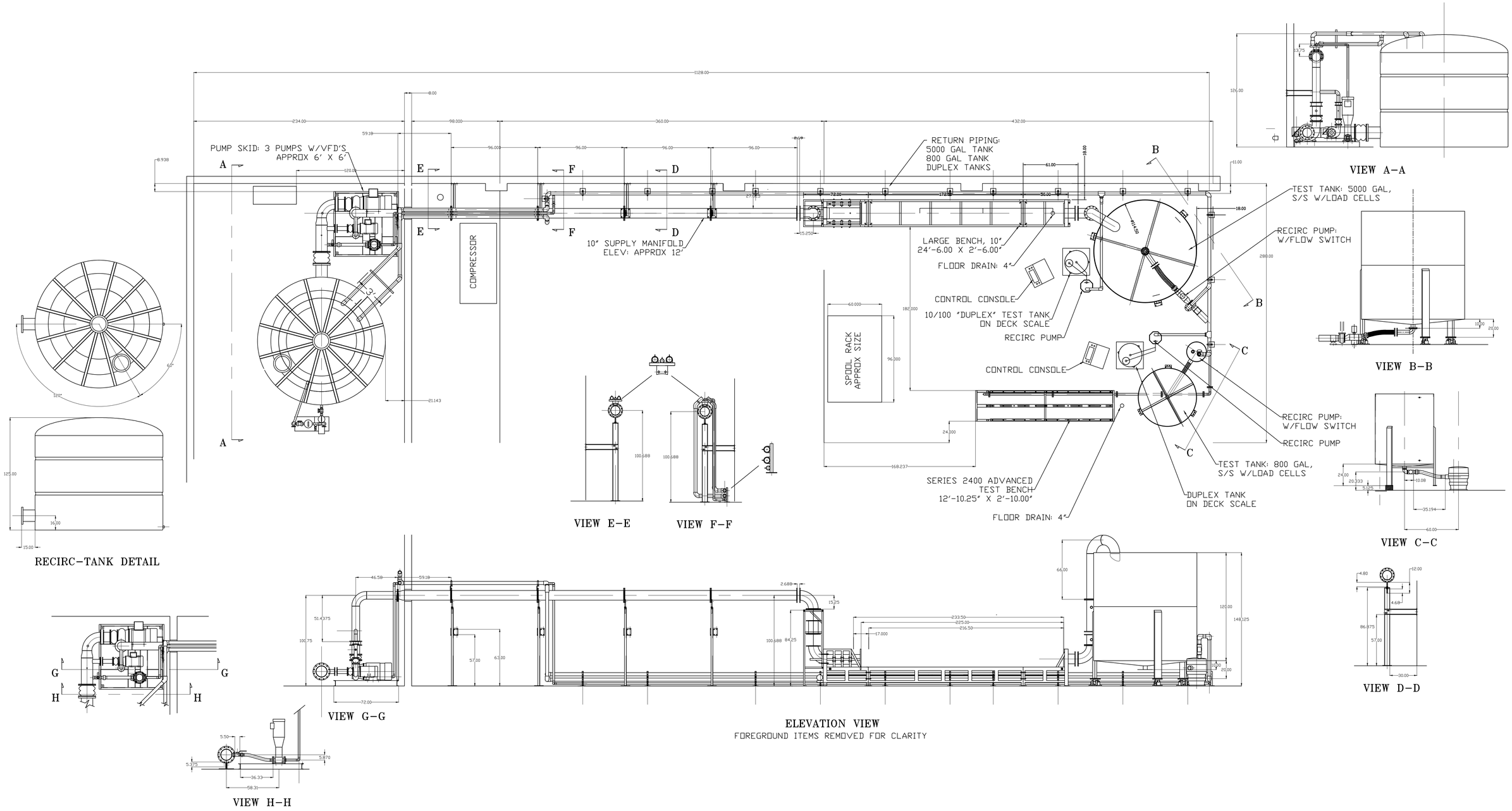
GUAM

Water Meter Shop
Final Concept for Approval
Equipment Layout

03/20/2012
D Zook

SIZE	FSCM NO.	DWG NO.	REV
		GUA_C001	

SCALE 3/32 SHEET 1 of 1



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MARS COMPANY
P. O. BOX 830340
OCALA, FLORIDA 34483-0340
(352) 694-7195
FLOYD S. SALSER JR. & ASSOC.

DWG NO. SHT-1

PROJ NO.

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No.	Description	Date	By

PRELIMINARY

Spec. _ _ _ _ _ _ Field Book No. _ _ _

Preliminary Date: _ _ _ By: _ _ _

COLUMBUS

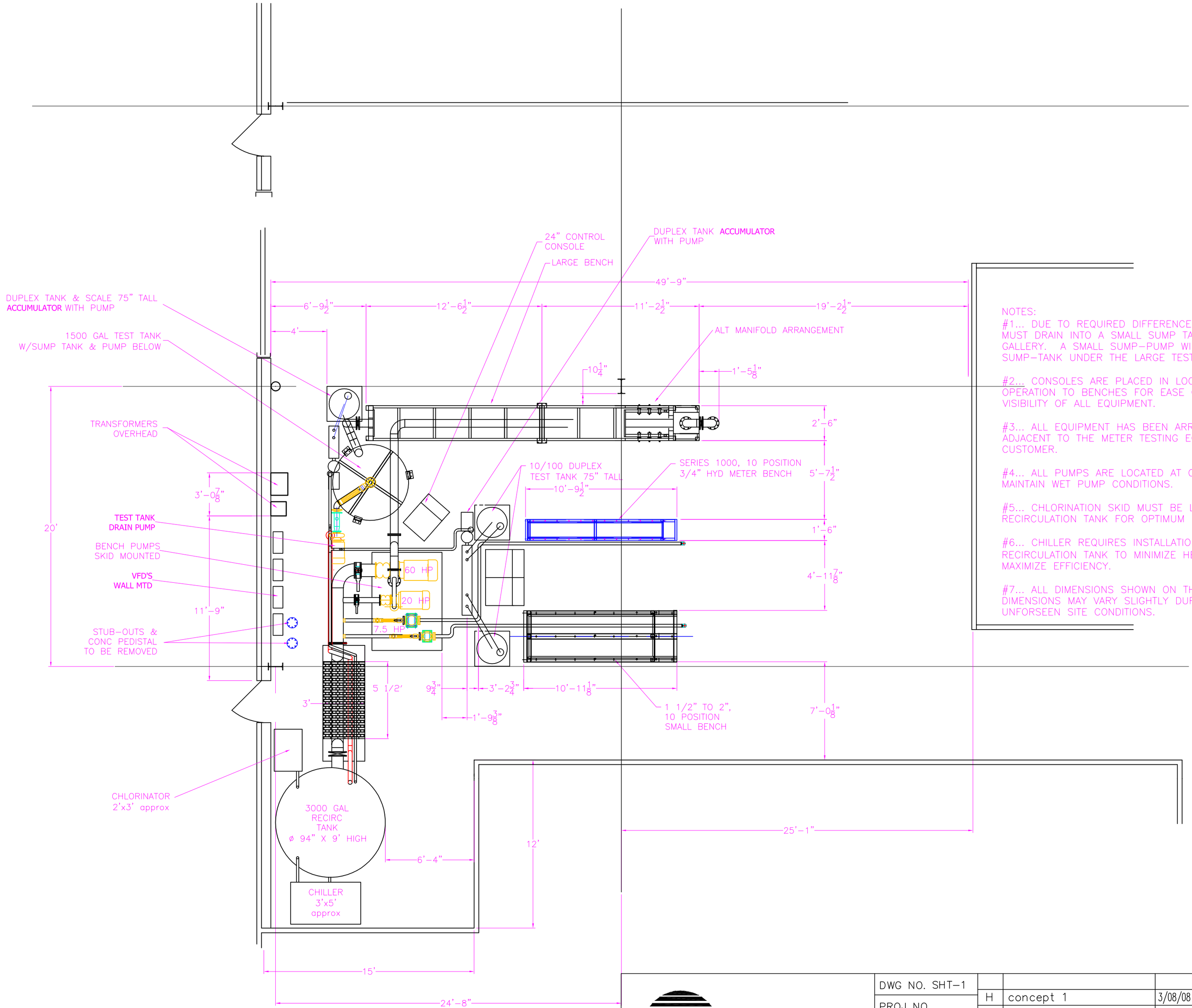
GENERAL ARRANGEMENT
FINAL LAYOUT & ASSEMBLY

Scale: NTS Date: 01/02/2013

Drawn: D. ZOOK Engd by: D. ZOOK

Approved: _ _ _ _ _ _ Chkd: _ _ _ _ _

SHEET 01 OF 01 SHEETS



NOTES:

#1... DUE TO REQUIRED DIFFERENCES IN ELEVATION, ALL 10/100 DUPLEX TANKS MUST DRAIN INTO A SMALL SUMP TANK LOCATED AT THE END OF THE PIPE GALLERY. A SMALL SUMP-PUMP WILL TRANSFER THE CONTENTS TO THE LARGER SUMP-TANK UNDER THE LARGE TEST TANK.

#2... CONSOLES ARE PLACED IN LOCATIONS THAT PROVIDE CLOSE PROXIMITY OPERATION TO BENCHES FOR EASE OF USE DURING ALL TESTING & CLEAR VISIBILITY OF ALL EQUIPMENT.

#3... ALL EQUIPMENT HAS BEEN ARRANGED TO PROVIDE THE REQUIRED SPACE ADJACENT TO THE METER TESTING EQUIPMENT AREA AS REQIRED BY THE CUSTOMER.

#4... ALL PUMPS ARE LOCATED AT OR NEAR THE RECIRCULATION TANK TO HELP MAINTAIN WET PUMP CONDITIONS.

#5... CHLORINATION SKID MUST BE LOCATED AS NEAR AS PRACTICAL TO THE RECIRCULATION TANK FOR OPTIMUM EFFICIENCY.

#6... CHILLER REQUIRES INSTALLATION AS NEAR AS POSSIBLE TO THE RECIRCULATION TANK TO MINIMIZE HEAT TRANSFER TO THE CHILLERS' OUTPUT AND MAXIMIZE EFFICIENCY.

#7... ALL DIMENSIONS SHOWN ON THIS DRAWING ARE FOR REFERANCE ONLY. FINAL DIMENSIONS MAY VARY SLIGHTLY DURRING FINAL INSTALLATION DUE TO ANY UNFORSEEN SITE CONDITIONS.

NOTE:

THIS DRAWING IS CONCEPTUAL IN NATURE. DIMENSIONAL INFORMATION PROVIDED ON THIS DRAWING SHOULD BE USED AS A REFERANCE ONLY.

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MARS COMPANY
P. O. BOX 830340
OCALA, FLORIDA 34483-0340
(352) 694-7195
FLOYD S. SALSER JR. & ASSOC.

DWG NO. SHT-1

PROJ NO.

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No.	Description	Date	By
H	concept 1	3/08/08	MJC
G	concept 1	2/29/08	MJC
F	concept 1	2/27/08	

PRELIMINARY

Spec. _ _ _ _ _ Field Book No. _ _ _

Preliminary Date: _ _ _ By: _ _ _

WASH. SUBURBAN

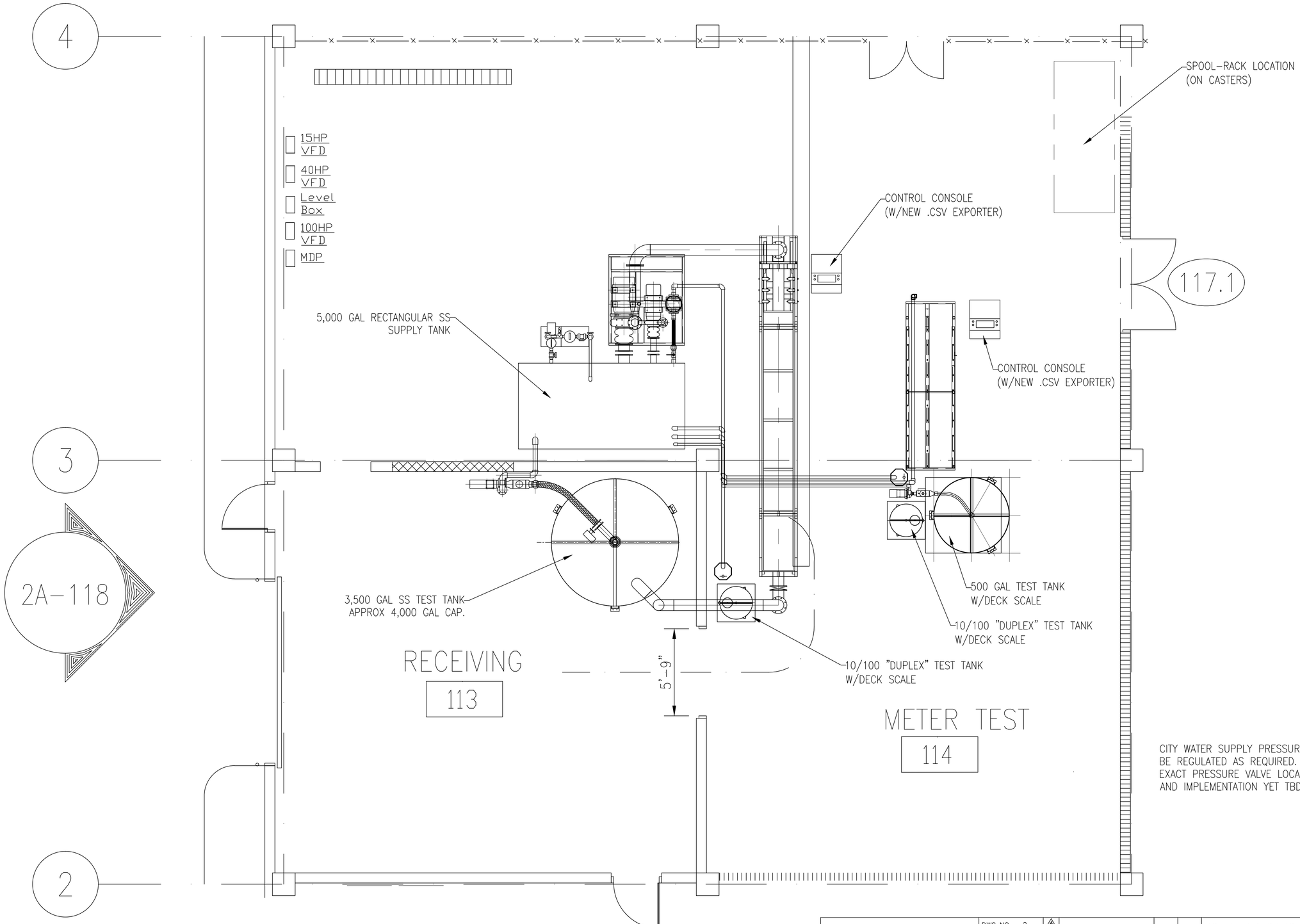
PROPOSED 3-BENCH TEST SYSTEM

GENERAL ARRANGEMENT

Scale: 1/64 Date: 05/24/06

Drawn: D. ZOOK Checked:

Approved: Dr. 001 No. 01



CITY WATER SUPPLY PRESSURE TO BE REGULATED AS REQUIRED. EXACT PRESSURE VALVE LOCATION AND IMPLEMENTATION YET TBD.

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MARS COMPANY
P. O. BOX 830340
OCALA, FLORIDA 34483-0340
(352) 694-7195
FLOYD S. SALSER JR. & ASSOC.

DWG NO. 2
PROJ NO. 4108

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No.	Description	Date	By
4			
3			
2			
1			

PRELIMINARY

Customer Contract #

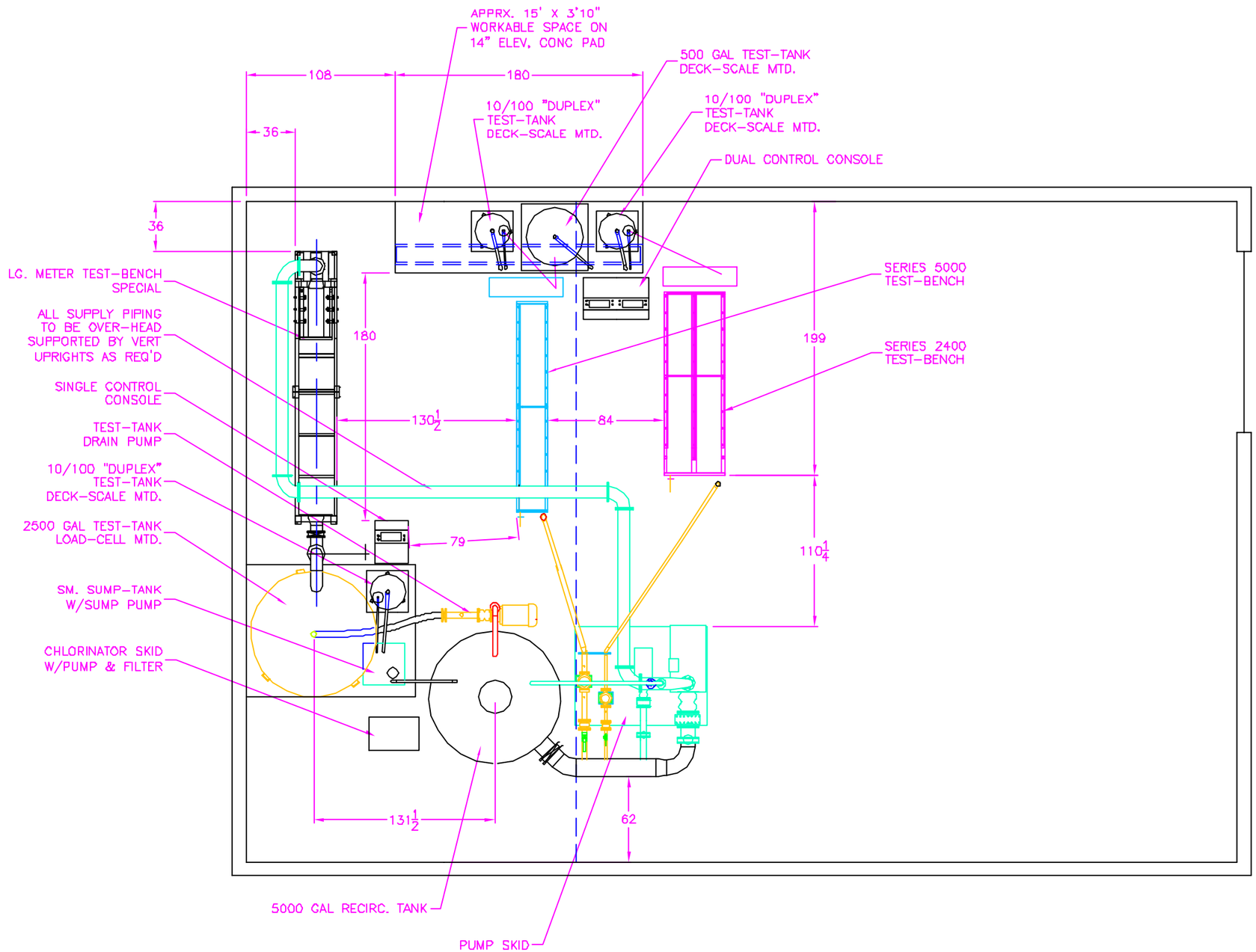
REVISION 1 Date: _ _ _ By: _ _ _

DC WATER & SEWAGE AUTHORITY

METER SHOP RE-DESIGN
GENERAL LAYOUT

Scale: NTS Date: 08/13/2012
Drawn: DAZ Checked: MLM
Approved: _ _ _ _ _ _ Dr. _ _ No. _ _ _

SHEET 01 OF 01 SHEETS



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MARS COMPANY
P. O. BOX 830340
OCALA, FLORIDA 34483-0340
(352) 694-7188
FLOYD S. SALSER JR. & ASSOC.

DWG NO. SHT-1

PROJ NO.

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No.	Description	Date	By

PRELIMINARY

Spec. _ _ _ _ _ Field Book No. _ _ _

Preliminary Date: By:

CITY of SAN ANTONIO

CONCEPTUAL DRAWING
EQUIPMENT LAYOUT

Scale: _NTS_ _ _ _ Date: 11/06/07 _ _

Drawn: D. ZOOK _ Checked: _ _ _ _ _ _

Approved: Dr 001 No 01

MARS Company

Seattle Public Utilities

Alameda County Water District

Guam Water Works

Columbus OH

Columbus OH

Columbus OH

SFPUC

NYDEP

Florida Keys Aqueduct Authority

San Antonio Water System

Alameda County Water District Recirculation System

Columbus OH

Back to Report Table of Contents

PROJECT #: Z14110800
PROJECT NAME: Water Meter Test Bench System Equipment and Services
DEPARTMENT: Utilities
DIVISION: Operations & Maintenance

CITY OF SACRAMENTO
SUPPLY AGREEMENT

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

OW Investors, LLC. dba MARS Company
3925 SW 13th Street, Ocala, FL 34474
Phone (352) 694-5268 Fax (352) 694-7397

("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:

   Workers' Compensation Certificate
   Certificate(s) of Insurance
   Drug-Free Workplace Policy and Affidavit
   Declaration of Compliance - Equal Benefits Ordinance
   Technical Specifications

2. **Supplies.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the supplies described in Exhibit A. CONTRACTOR shall provide said supplies at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for supplies provided outside the scope of Exhibit A unless prior to providing such supplies: (a) CONTRACTOR notifies CITY and CITY agrees that such supplies are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional supplies; and (c) CITY, after notice, approves in writing a contract supplement specifying the additional supplies and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any contract supplement, unless and until this Agreement or any contract supplement 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 supplies provided 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 supplies provided pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional supplies. CONTRACTOR shall submit all billings for said supplies 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 supplies 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. **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 E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

7. **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.

8. **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:_____

Print name: Dave Brent

Title: Department of Utilities Director

For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED TO AS FORM:

_____
City Attorney

CONTRACTOR:

_____MARS Company_____
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

Attachments

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: MARS Company

Address: 3925 SW 13th Street, Ocala, FL 34474

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.

_____ Date:_____

Signature of Authorized Representative

Print name:_____

Title:_____

EXHIBIT A

SUPPLIES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

William Miller, Senior Engineer
1395 35th Avenue, Sacramento, CA 95822
Phone (916) 808-1705 Fax (916) 808-1497 E-mail: bmiller@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:

Michael L. Mastic, National Sales Manager
MARS Company
3925 SW 13th Street, Ocala, FL 34474
Phone (352) 694-5268 Fax (352) 694-7397 E-mail: mikemastic@marswater.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 supplies provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The supplies described herein shall be provided during a two year period beginning July 1, 2014 and ending June 30, 2016.

RFP No. P14141311015
Water Meter Test Facility – Supply and Installation

City of SACRAMENTO
Department of Utilities

Response Submitted By

Michael Mastic
MARS Company

April 25, 2014

MARS COMPANY

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

April 25, 2014

Office of the City Clerk
City of Sacramento
Department of Utilities
915 I Street
New City Hall
4th Floor Public Counter
Sacramento, CA 95814

RE: P14141311015 Water Meter Test Facility – Supply and Installation

Dear Sir / Madam:

On behalf of MARS Company, thank you for this opportunity to furnish our **Response to Request for Proposal P14141311015 Water Meter Test Facility – Supply and Installation.**

The MARS Company has been supplying Water Meter Test Bench Systems for over thirty (30) years and is an industry leader with the speed, accuracy and report detail we provide.

The attached information includes:

- MARS Statement of Qualifications (SOQ) as indicated on pages 6 and 7 of the RFP
- List of Successful Installations that perform meter testing up to and including 10" meters.
- MARS "Resume Summary" (Curriculum Vitae) of key employees that are involved in the design of the MARS Recommended Solution, the manufacture of the Solution, the installation of the Solution and the training of the City's operators on the operation and detail of the MARS Solution.
- The LBE
- Work Samples, which include:
    - CAD Drawings of selected Meter Shops with similar requirements
    - Pictures of similar Large Meter Test Bench Systems
    - Pictures of similar Recirculation Systems
    - Pictures of a Test Spool Rack which included 16" meter support

The MARS Company fully complies with the Services Requested as stated on pages 4 and 5 of the RFP unless noted otherwise.

A SUBSIDIARY OF FLOYD S. SALSER, JR. & ASSOCIATES

Initial and Date

Scope of Work:

- Updating each of the two (2) existing MARS Test Benches, the Series 2400 (Small Test Bench) and the Series 5000 (Medium Test Bench).
    - Replacement of valves, wiring and other components to update the units to become Gravimetric capable; plus adjustments and minor repairs as needed.
- Replace the existing 10 gallon and 100 gallon tanks with 10/100 Stainless Steel Duplex Tanks (one for each Test Bench – Small and Medium).
- For both the Small Meter Test Bench and the Medium Test Bench - Add the MARS Gravimetric System for the higher degree of accuracy and automated testing procedures. The Gravimetric System includes Console, Computer, Printer, Touchscreen, Scale Instrument, MARS M3 Meter Management Software, one (1) scale for the 10/100 Tank.
- Add Load Cells for the current 900 Gallon Tank.
- Replace the current large bench with the MARS Large Meter Test Bench that has the ability to test up to one (1) 16" meter.
    - Includes:
        - Gravimetric System
        - Spool Rack (spools for 3", 4", 6", 8", 10", 12", 16" meter testing)
        - 10/100 Stainless Steel Calibrated Test Tank
        - Load Cell Kit for Customer-Supplied test tank
- Recirculation System
    - Includes:
        - Supply and Return Pumps for all Test Tanks
        - Pumps and Pump Skid, plus all piping required for operation
            - 100HP (Large Bench – high flow), 40HP (Large Bench – low and mid flows), 15HP (Series 5000), 10HP (Series 2400) Supply Pumps
            - All associated Variable Frequency Devices for the Supply Pumps
            - Chlorination System

- The Large Meter Test Bench large test tank and the Recirculation System Supply Tank will be provided by another manufacturer.
    - The pricing includes the Load Cell Kit to comply with the MARS Gravimetric System.
    - MARS Company will provide the specifications to the recommended tank manufacturer.
- The Large Meter Test Bench will provide a 'bypass" as to allow for the operation of an endurance test. This will be included as part of the Recirculation System.

- Space allowance will be configured to include the 10" Mag Meter (**not provided by MARS Company**).
- On-Site Installation / Training
- All Freight, Crating and Handling Fees

The Price for the MARS Recommendation is **$499,873.00** and includes:

Item	Qty	Description
1	1	Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer for the **Series 2400 Test Bench System (Small Test Bench System)**
2	1	10/100 Gallon Stainless Tank –Series 2400
3	1	Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer for the **Series 5000 Test Bench System (Medium Test Bench System)**
4	1	Load Cell Kit –for the 900 Gallon Tank
5	1	10/100 Gallon Stainless Tank –Series 5000
6	1	Small and Medium Test Bench Upgrade Parts and Components
7	1	Large Meter Test Bench System (up to 16") with Load Cell Kit for Customer-Supplied Test Tank
8	1	Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer for the **Large Meter Test Bench**
9	1	Spool Rack
10	1	**Recirculation System** with Endurance Bypass (includes components as described above)
11	1	Installation Assistance / Training (with MARS Personnel)
12	1	Freight, Crating and Handling Fees

Initial and Date

The On-Site Start-up with MARS Personnel includes training, scale certification and installation supervision at your facility. We will allow up to eight (8) days of bench set-up with your assistance. This does not include work on main electrical power supply / components, main water supply / components or any building modifications that may be necessary. The City of Sacramento employees involved in training receive Certificates.

- Prices quoted are in US dollars (USD).
- The pricing does not include any taxes, duties or tariffs, if applicable.
- Delivery is quoted as approximately 90 days after receipt of order (ARO).
- Installation will follow within two (2) weeks after delivery.
- Payment terms for the City of Sacramento is 50% on order and the balance net 30 days after delivery.
- Any changes to the Project Scope may require an authorized Change Notice.
- The above pricing is valid for sixty (60) days from the date of this letter.
- System includes 1-Year Warranty.

MARS Company will be available in anticipation of the Interview and/or Contract Negotiation during the timeframes outlined on page 4 of the RFP.

We look forward to being your vendor of choice. If you have any questions or comments, please feel free to contact me toll free at 1-800-782-5268 or via email at mikemastic@marswater.com.

As always, thank you for this opportunity to be of service.

Sincerely,

MARS Company

Michael L. Mastic
National Sales Manager

Attachments

CC: Mr. Floyd Salser – MARS Company

A SUBSIDIARY OF FLOYD S. SALSER, JR. & ASSOCIATES

Initial and Date

EXHIBIT B

SUPPLIES 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 (hereafter the "Services"), shall not exceed the total sum of $542,362.20**.**

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services in accordance with Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made in accordance with Attachment 1 to Exhibit A, attached hereto and incorporated herein. Payments shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed. 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
      (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

   C. 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:

Department of Utilities
1395 35th Avenue, Sacramento, CA 95822
Phone (916) 808-1705 Fax (916) 808-1497
Attn: Bill Miller

4. **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 contract supplement authorizing such Additional Services is approved by CITY in accordance with CITY's approval procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

5. **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, 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.

6. **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 6.

EXHIBIT C

SUPPLIES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

_____ Not furnish any facilities or equipment for this Agreement; or

__X__ furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

City shall provide access to the existing water meter test facility located at:

City of Sacramento South Area Corp Yard
5730 24th Street, Bldg 8
Sacramento, CA 95822
(See Attachment 1 to Exhibit C for map)

City shall provide the following equipment as needed:

1. Fork Lift
2. Pallet Driver
3. Ladders

ATTACHMENT 1 TO EXHIBIT C

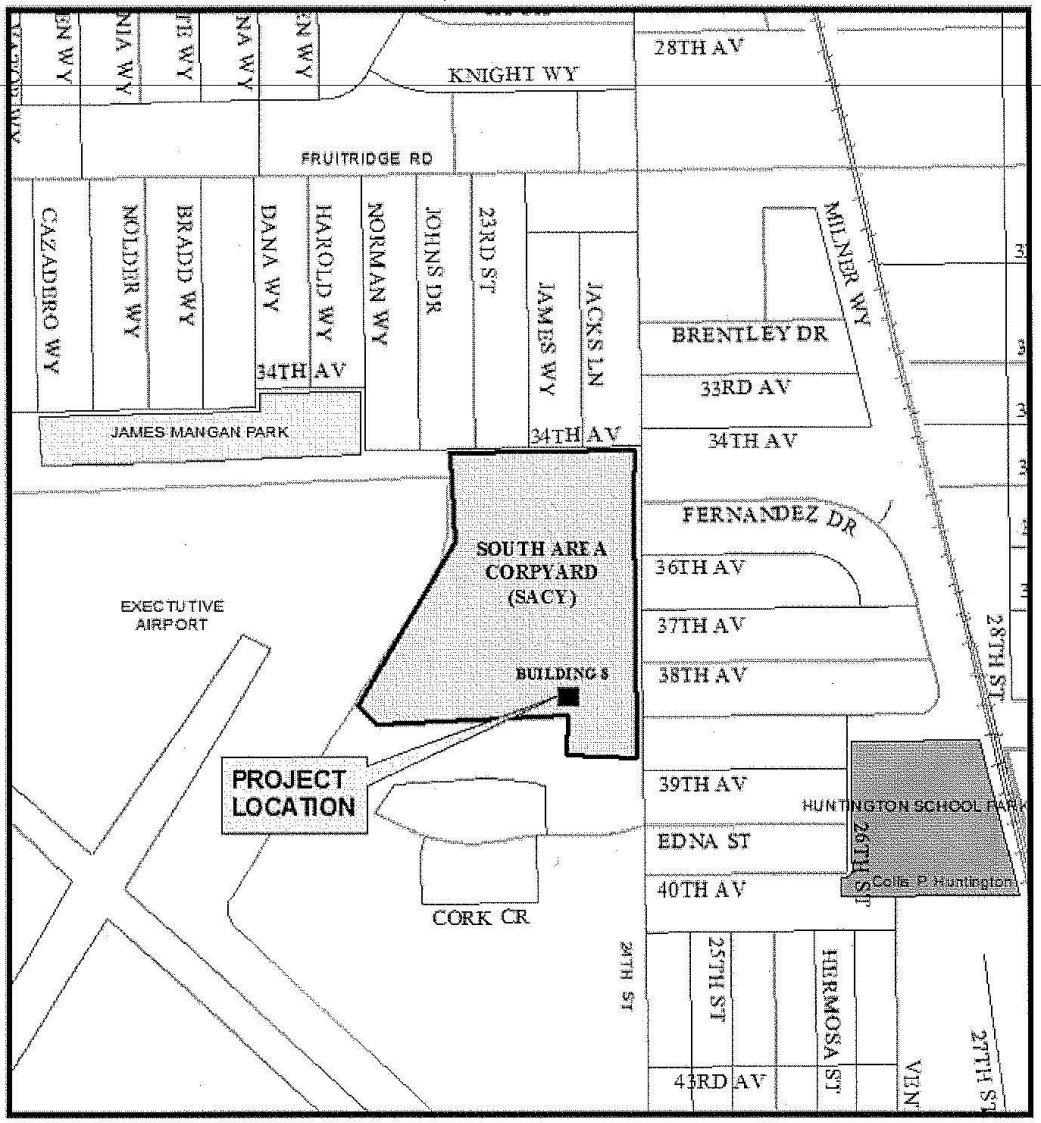

EXHIBIT D
SUPPLIES AGREEMENT

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, photostatting, 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 render 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:

__X__ 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:

__X__ 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.

EXHIBIT E

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 24th Street, Bldg. 1
  Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS 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 24th Street, Bldg. 1
Sacramento, CA 95822

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

Discrimination and Retaliation Prohibited.

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

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