

Meeting Date: 10/28/2014

Report Type: Consent

Report ID: 2014-00791

Title: Contract: Light Dimming System Components

Location: District 4

Recommendation: Pass a Motion authorizing the City Manager or his designee to award a contract with Hi-Line Electric Company for the purchase of light dimming system components for the Sacramento Convention Center for a total amount not-to-exceed \$209,857.

Contact: Russ Haynes, Analyst, (916) 808-7360; Jody Ulich, Director, (916) 808-5105, Convention & Cultural Services

Presenter: None

Department: Convention & Cultural Services

Division: Operations

Dept ID: 17001131

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form

Kourtney Burdick

10/22/2014 1:55:03 PM

Approvals/Acknowledgements

Department Director or Designee: Jody Ulich - 10/15/2014 10:23:47 AM

Description/Analysis

Issue Detail: The Sacramento Convention Center's existing computer based lighting control system, installed during the 1996 expansion, is several years past its useful life resulting in the lack of replacement parts due to obsolescence. Further, over the last several years, the manufacturer's operating platform system has been superseded resulting in an inability to install software patches and upgrades. Consequently, maintenance costs and system breakdowns have soared.

In early 2014, City staff developed a design to upgrade the current system that utilized any existing components that were still viable to minimize overall costs. The design process included producing an estimated Bill of Materials. Using that materials list, the City issued a request for bids (B15171131001). This staff report requesting authorization to purchase these supplies culminates these efforts.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 related to the procurement of supplies.

Economic Impacts: The recommended contract is expected to create 1.6 jobs (1.0 direct job and 0.6 jobs through indirect and induced activities) and create \$205,070 in total economic output (\$131,455 of direct output and another \$73,615 of output in indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: The purchase of supplies is not considered a project pursuant to CEQA Guidelines section 15378. However, the system will have a positive effect on the environment by reducing energy consumption because of the increased efficiencies of the replacement components.

Sustainability: The replacement of the lighting system supports the Sacramento Convention Center's Sustainability Policy goal of improving energy efficiency wherever practical to reduce the building's carbon footprint and consumption of natural resources.

Commission/Committee Action: None

Rationale for Recommendation: The light dimming system replacement components will provide for continuing operations and efficiencies. The increased efficiency of the lighting system will result in lower energy bills, diminished repair costs, and reduced impacts on the environment via decreased energy consumption.

On August 26, 2014, the Convention and Cultural Services Department issued Bid No. B15171131001 for Convention Center Light Dimming System Maintenance Replacement Components. Bids were due on September 24, 2014 at 2:00 PM. Hi-Line Electric Company was the lowest responsive and responsible bidder after Local Business Enterprise preferences were calculated. The bid results are provided in the following table:

| Bidder | Bid Amount | With 5% LBE Adjustment |
|------------------------------|--------------|------------------------|
| Hi-Line Electric (LBE) | \$209,857.45 | \$198,252.43 |
| Granite Electrical (non-LBE) | \$207,114.57 | \$207,114.57 |
| Wesco Distribution (LBE) | \$210,147.14 | \$200,462.94 |

Financial Considerations: Sufficient funding exists within the Community Center Maintenance project (M17100000, Community Center Fund (Fund 6010)) to award a contract to Hi-Line Electric Company in an amount of \$209,857.45.

Local Business Enterprise (LBE): Hi-Line Electric is a LBE and meets the City's 5% LBE participation requirement for this project.



Requires Council Approval: No YES Meeting: 10/28/14

Real Estate Other Party Signature Needed Recording Requested

General Information

| | | |
|--|---------------------------------|--|
| Type: Commodity | PO Type: Formal Bid-Commodity | Attachment: Original No.: |
| \$ Not to Exceed: \$ 209,857 ⁴⁵ | | Original Doc Number: |
| Other Party: Hi-Line Electric, Inc. | | Certified Copies of Document:: |
| Project Name: Convention Center Light Dimming Components | | Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate |
| Project Number: | Bid Transaction #: B15171131001 | E/SBE-DBE-M/WBE: LBE |

Department Information

Department: CCL Division: Convention Center
 Project Mgr: Dan Goodwater Supervisor: Judy Goldbar
 Contract Services: Russ Haynes Date: 10/17/14 Division Mgr: judy Goldbar
 Phone Number: 808-7360 Org Number: 17001131
 Comment:

Review and Signature Routing

| Department | Signature or Initial | Date |
|--------------------|----------------------|----------|
| Project Mgr: | <i>RLW</i> | 10/17/14 |
| Accounting: | | |
| Contract Services: | | |
| Supervisor: | <i>JG</i> | |
| Division Manager: | | |

| City Attorney | Signature or Initial | Date |
|----------------|----------------------|----------|
| City Attorney: | <i>VGB</i> | 10/21/14 |

Send Interoffice Mail Notify for Pick Up

| Authorization | Signature or Initial | Date |
|--|----------------------|----------|
| Choose Director Department Director: | <i>[Signature]</i> | 10.22.14 |
| City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/> | | |

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

| For City Clerk Processing | |
|---------------------------|--|
| Finalized: | |
| Initial: | |
| Date: | |
| Imaged: | |
| Initial: | |
| Date: | |
| Received: | |
| (City Clerk Stamp Here) | |



CITY OF SACRAMENTO

Convention and Cultural Services Department
(Responsible Department)

Bid Number: B15171131001

INVITATION FOR BID And Contract Specifications for Supplies

FOR: Sacramento Convention Center Light Dimming System Maintenance Replacement

Bids Must Be Received Up To The Hour of 2:00 P.M. on September 24, 2014

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: None
Mandatory: Yes
 No

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

Name of Bidder: HILINE ELECTRIC
Address: 1119 R ST
City, State, Zip Code: SACRAMENTO CA 95811
Phone Number: 444-7915
Email Address: 444-3717

CITY OF SACRAMENTO

**Bid No.B15171131001
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.
3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package
 - a) To obtain an electronic version of this bid go to Procurement's website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, September 24, 2014. After opening, Bids may be inspected in the City Clerk's Office.

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

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

If required, bid security approved by the City must accompany the bid, in the amount of 0 % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

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

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

Contractual Questions
Convention & Cultural Services Dept.
Attention: Russ Haynes
Email: rhaynes@cityofsacramento.org
(916) 808-7360

Technical Questions
Convention & Cultural Services Dept.
Attention: Dan Goodwater
Email: dgoodwater@cityofsacramento.org
Phone: 916-808-7668

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

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

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

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

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

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

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

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

**Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814**

Bid submissions made via personal delivery shall be delivered to:

**Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814**

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

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

SECTION I - REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B15171131001

FOR SERVICES/SUPPLIES: Sacramento Convention Center Light Dimming System Maintenance Replacement

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: HI-LINE ELECTRIC

ADDRESS: 1119 R ST SACRO

PHONE #: 444-7915 FAX #: 444-3717 E-MAIL: KEELEY.MORGAN@PACBELL.NET

STATE TAX I.D. #: C0590463 FED. TAX I.D. #: 94-1709984

City of Sacramento Business Operation Tax Certificate #: 3204
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person) Kerry Morgan

PRINT NAME: Kerry Morgan

TITLE: OWNER

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

FOR CITY USE ONLY

The Bid was opened on 9/24/14

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

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

City Clerk

CONTRACT AWARD

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

Specify:

Contract Not-to-Exceed Amount: \$ 209,857 ⁴⁵/_{xx}

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Kenneth J. Bondick
City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$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.

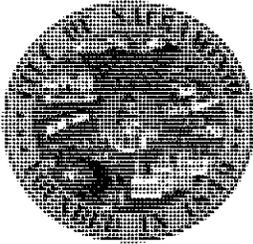
EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(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.)

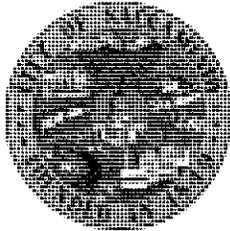
If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, 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, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

ATTACHMENT B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

E. LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS

(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.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS**A. GENERAL CONDITIONS****1. Independent Contractor.**

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

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

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

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

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

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

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

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

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

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

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

10. Indemnity.

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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an

authorized representative of the insurance carrier.

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

F. Subcontractors

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

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

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

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

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

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

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

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

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

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

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

19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act

and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

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

personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

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

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

Environmentally Preferable Procurement

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

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

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

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

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

[http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable Purchasing Policy SPP.ashx](http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx)

or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

Light dimming system components as per Exhibit 1

Manufacturer: Lutron

Freight: FOB Destination

City of Sacramento Convention Center
1401 k Street
Sacramento, CA 95814

NO SUBSTITUTIONS ALLOWED

SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is "Yes":

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

1119 R ST
SACRO

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 3204

2. DELIVERY GUARANTEE

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

3. PAYMENT DISCOUNT

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

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

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

4. ELECTRONIC FUNDS TRANSFER (EFT) (Informational only):

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

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

SECTION III – BIDDER RESPONSE DOCUMENTS

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

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

1. CERTIFICATE OF INSURANCE

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

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

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

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: HI-LINE ELECTRICAddress: 1119 R ST. SACRAMENTO CA 95814

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.

Kerry Morgan
Signature of Authorized Representative

9/24/14
Date

Kerry Morgan
Print Name

QUOTATIONS
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION 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:

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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*:

1119 R ST
SACTO 95811

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

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

| <u>Item No.</u> | <u>Quantity</u> | <u>Description</u> | <u>Unit Price</u> |
|-----------------|-----------------|--|---------------------------------|
| 1 | LOT | Light dimming system components as per Exhibit 1 | \$ <u>193,417.⁰⁰</u> |
| | | Freight (FOB Destination) | \$ _____ |
| | | Sales Tax @ 8.5% | \$ <u>16,440.⁴⁵</u> |
| | | TOTAL | \$ <u>209,857.⁴⁵</u> |



(Quote to complying Authorized Stocking Distributor only)

Job Name: Sacramento Convention Center (SCC) - Quantum

Job Location: Sacramento, CA

Quoted To: House Design Build

Name:

Job No:

Quoted By:

Quotation Based Upon:

THIS SECTION IS INTENTIONALLY LEFT BLANK

Quote Specific Qualifiers and Exceptions:

1. This quote is to upgrade the existing Orion system from Lutron Project# 11647-03 to a Quantum system. Existing equipment is based on the 11647-03-R4 drawings dated 04/24/1995. If any other equipment is on site that is not included in this quotation and needs to be replaced for the upgrade then additional charges will apply.
2. All existing equipment will need to be replaced with Quantum-compatible devices. Separate normal & normal/emergency panels were quoted for each existing panel. Panel sizes will change. Refer to the overall dimensions found in the panel descriptions.
3. The existing equipment, including the computer, should NOT be removed until the field service visit to obtain the sequence of operations can occur otherwise all programming info might be lost. During this visit the existing scene intensity levels and timeclock programming must be obtained via screen shots from the computer. System malfunction or requests to change the sequence of operations may result in additional days being required and additional charges may apply.
4. Existing wiring for panels and controls might need to be modified to accommodate new number of links (all panels need to be wired in daisy-chain). Links may need to be combined which will require running a control wire from the last panel or device on a link to the first panel or device on the next link.
5. All existing equipment will need to be replaced with Quantum-compatible devices. Separate normal & normal/emergency panels were quoted for each existing panel. The panels included on this quote may be different sizes than panels in the existing system and may require different and/or additional feeds for operation. The panels on this quote will require contractor to size electrical/mechanical rooms to accommodate the potential increased number/size of panels. Refer to the overall dimensions found in the panel descriptions.
6. The hand-held programmer and jacks will not function with Quantum. For remote programming the new Quantum Mobile Control & Programming Software License was quoted in its place. Apple iPad and wifi network to be provided by others. A server is required for operation. If additional iPads will be used then additional charges will apply.
7. This quotation does NOT include installation or relocation of the new equipment.
8. Exact dimensions for mounting of existing partitioning map, including screw centerline locations, are required in order to design properly. Device must use a 6/32 mounting screw. This information must be provided prior to order and a revised quote will be necessary in order to provide appropriate lead times and cost. Patching and finishing of the wall after the existing device is removed may be necessary. This service is to be provided by others.

Bill of Material:

| Qty. | Model Number |
|------|--------------|
|------|--------------|



(Quote to complying Authorized Stocking Distributor only)

<< QUANTUM FRONT END >>

0 QS-A-CMP-DBO-0 CITY TO SUPPLY

Quantum Client Desktop by Others. The customer will be supplying a client desktop PC to operate the Quantum Q-Admin software or Green Glance software. Refer to the product data sheet with the same model number for minimum requirements.

0 QS-EO CITY TO SUPPLY

Quantum Local Area Network Shared Intranet. The Quantum Inter-processor and computer (server / desktop or laptop) network may be connected through a shared intranet. The Quantum computer may or may not be supplied by Lutron and nodes on LAN are not limited to Lutron Quantum processor and Lutron Quantum computer. All network equipment including routers, switches, and network cables are supplied by others and must adhere to Lutron specifications. The shared intranet must be able to pass UDP multicast traffic. All network architecture and setup must be coordinated through the end users Information Technology Group or consultant and may require additional startup time and expense.

1 QP2-2P0CSE-120 MLE-3

Pre-assembled Quantum processor panel containing two Quantum processors with four configurable links. Each Quantum processor link can be configured to be a Grafik QS link, Grafik QS shade link, Grafik Eye Power panel link, or EcoSystem Link. Panel has integral 5 position Ethernet switch. Panel accepts one 120V, 1 phase, 2 wire, 20A feed, (20A-1P over-current protection, per circuit, by others.) Dimensions (inches(cm)): 31.50 (80)H x 15.75 (40)W x 5.80 (14.7)D. Weight (w/o packaging): 40 lbs.

1 QSW-L-PP-A

Quantum software light control and monitor, per processor, English

2 QSW-MC-PS-A

The Quantum Mobile Control and Programming license allows a Quantum system to integrate with mobile devices such as an Apple iPad. One license required per seat (IPAD). IMPORTANT: SEE NOTE #4 ABOVE.

<< BALLROOMS >>

10 QSSL-T4-5BRLN-5G-SQ-CLA-E-CPN6509 VSX-4-4S-NL-CA-E-4G Replacement

Quantum QS Slider Control Unit with 4 Zones, a 5-button custom engraved non-insert-style keypad with raise/ lower and a Take Command switch, Clear Anodized Metal Finish with custom engraving of up to 30 characters on the faceplate and mounted in a custom 3-gang slider back box #241-114 [Back Box Dimensions 9.56" (243mm) wide x 4.06" (103mm) high x 3.00" (76mm) deep]

10 241114 for QSSL-T4 (241-027 replacement)

Backbox for Grafik 5000/6000 slider control with 8 & 9 sliders.

1 QSWS2-5BI-CLA VX-4S-CA-E-1G Replacement

QS device: seeTouch QS 5-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 76 mm.

1 QSWS2-21PSN-CLA-E-CPNXXXX VX-CF-CA Replacement

QS Partition map for 21 movable walls separating 14 rooms with three non-insert-style 7-button seeTouch keypads. Device to fit in the existing Custom Back Box [Dimensions: 12" (305mm) wide x 10" (254mm) high].

** Exact dimensions for mounting of existing partitioning map, including screw centerline locations, are required in order to design properly.

Device must use a 6/32 mounting screw. **

CLA = Clear Anodized Aluminum finish

1D-U

1 CGP72-1204M400-15/20-CGP1266 Panel 1D-U Replacement

Pre-assembled dimming panel containing seventy-two dimmers, each protected by a 20A-1 P circuit breaker, with a 16A continuous rating per dimmer circuit. Each dimmer is capable of controlling incandescent, magnetic and electronic low voltage, Hi-lume and ECO-10 fluorescent ballasts, neon/cold cathode, and non-dim loads. Load types and circuit zone assignments are selectable at the dimming panel without the need for additional equipment. Panel accepts a 120/208V, 3 phase, 4 wire feeder, and has an integral 400A-3 P main circuit breaker.

Dimensions (inches(cm)): 86.75(220)H x 52.38(133)W x 14.25(36)D. Weight (w/o packaging): 650lbs(297kg.) CGP1266 = Non-Standard Main Breakers, 2 Link Circuit Selector and mixed 15A/20A circuits

Load schedule is required to configure panel properly. Panel will contain (qty 25) 15 A circuits.

2D-U

1 CGP72-1204M400-15/20-CGP1266 Panel 2D-U Replacement



(Quote to complying Authorized Stocking Distributor only)

Pre-assembled dimming panel containing seventy-two dimmers, each protected by a 20A-1 P circuit breaker, with a 16A continuous rating per dimmer circuit. Each dimmer is capable of controlling incandescent, magnetic and electronic low voltage, Hi-lume and ECO-10 fluorescent ballasts, neon/cold cathode, and non-dim loads. Load types and circuit zone assignments are selectable at the dimming panel without the need for additional equipment. Panel accepts a 120/208V, 3 phase, 4 wire feeder, and has an integral 400A-3 P main circuit breaker. Dimensions (inches(cm)): 86.75(220)H x 52.38(133)W x 14.25(36)D. Weight (w/o packaging): 650lbs(297kg.) CGP1266 = Non-Standard Main Breakers, 2 Link Circuit Selector and mixed 15A/20A circuits
Load schedule is required to configure panel properly. Panel will contain (qty 24) 15 A circuits.

<< MEETING ROOMS >>

- 4 QSSL-T3-5BRLN-4G-SQ-CLA-E-CPN6509 VSX-3-4S-NL-CA-E-3G Replacement
Quantum QS Slider Control Unit with 3 Zones, a 5-button custom engraved non-insert-style keypad with raise/ lower and a Take Command switch, Clear Anodized Metal Finish with custom engraving of up to 30 characters on the faceplate and mounted in a custom 4-gang slider back box #241-027 [Back Box Dimensions 7.88" (200mm) wide x 4.06" (103mm) high x 3.00" (76mm) deep]
- 4 241027 for QSSL-T3 (241-026 replacement)
Backbox for Grafik 5000/6000 slider control with 6 & 7 sliders.
- 5 QSSL-T4-5BRLN-5G-SQ-CLA-E-CPN6509 VSX-4-4S-NL-CA-E-4G Replacement
Quantum QS Slider Control Unit with 4 Zones, a 5-button custom engraved non-insert-style keypad with raise/ lower and a Take Command switch, Clear Anodized Metal Finish with custom engraving of up to 30 characters on the faceplate and mounted in a custom 3-gang slider back box #241-114 [Back Box Dimensions 9.56" (243mm) wide x 4.06" (103mm) high x 3.00" (76mm) deep]
- 5 241114 for QSSL-T4 (241-027 replacement)
Backbox for Grafik 5000/6000 slider control with 8 & 9 sliders.
- 3 QSWS2-1PSN-CF-CLA-E-CPN5052 RACP-2A-CA, Stations 4, 9, 29
QS Partition map for 1 movable wall separating 2 rooms ganged with one non-insert-style 1- button seeTouch keypad. Comes with 3-gang wall plate. Lead Time minimum 4 weeks
CLA = Clear Anodized Aluminum finish
- 3 ADPT-VAS-US3G-CLA-CPN3063 for QSWS2-1PSI
Adapter to convert 241-188 Back Box [Dimensions: 7 5/16" (186mm) wide x 4 1/2" (114 mm) high] to standard US 3-Gang. Lead Time = 4 Weeks
3D-U
- 1 CGP24-1204M150-15/20-CGP1266 Panel 3D-U Replacement
Pre-assembled dimming panel containing twenty-four dimmers, each protected by a 20A-1 P circuit breaker, with a 16A continuous rating per dimmer circuit. Each dimmer is capable of controlling incandescent, magnetic and electronic low voltage, Hi-lume and ECO-10 fluorescent ballasts, neon/cold cathode, and non-dim loads. Load types and circuit zone assignments are selectable at the dimming panel without the need for additional equipment. Panel accepts a 120/208V, 3 phase, 4 wire feeder, and has an integral 150A-3 P main circuit breaker. Dimensions (inches(mm)): 33(838)H x 28(711)W x 12(304)D Weight (w/o packaging): 175lbs(80kg.) CGP1266 = Non-Standard Main Breakers, 2 Link Circuit Selector and mixed 15A/20A circuits
Load schedule is required to configure panel properly. Panel will contain (qty 10) 15 A circuits.
4D-U
- 1 CGP16-1204M150-15/20-CGP1266 Panel 4D-U Replacement
Pre-assembled dimming panel containing sixteen dimmers, each protected by a 20A-1 P circuit breaker, with a 16A continuous rating per dimmer circuit. Each dimmer is capable of controlling incandescent, magnetic and electronic low voltage, Hi-lume and ECO-10 fluorescent ballasts, neon/cold cathode, and non-dim loads. Load types and circuit zone assignments are selectable at the dimming panel without the need for additional equipment. Panel accepts a 120/208V, 3 phase, 4 wire feeder, and has an integral 150A-3 P main circuit breaker. Dimensions (inches(mm)): 33(838)H x 28(711)W x 12(304)D. Weight (w/o packaging): 145lbs(66kg.) CGP1266 = Non-Standard Main Breakers, 2 Link Circuit Selector and mixed 15A/20A circuits
Load schedule is required to configure panel properly. Panel will contain (qty 10) 15 A circuits.

<< EXISTING EQUIPMENT NOT NEEDED >>



(Quote to complying Authorized Stocking Distributor only)

The following equipment is existing from the original system and will NOT function with the new system nor does it require an equivalent device to complete the new system. This quote does not include replacement, removal, or any other provisions for this equipment.

- (Qty 1) CIP
- (Qty 1) OHHP
- (Qty 2) RCB-KP
- (Qty 19) MUX-CIP
- (Qty 19) RCP-HHP

The following equipment is existing from the original system and has been requested to not be replaced for the new system. This quote does not include replacement, removal or any other provisions for this equipment.

- (Qty 17) VA-4CMR-WH
- (Qty 19) VA-4IT-CF-CA-E
- (Qty 2) VA-8CMR-WH
- (Qty 21) VX-8-AIP-CA-2G

- Contact Lutron for more information -

<< SERVICES >>

1 LSC-OS-DB-RECOVER

An onsite visit by a Lutron Service Representative to obtain a copy of the Lighting Control System database and/or existing sequence of operations.

1 LSC-AH-SU

After Hours Startup (startup performed during a weekday between the hours of 5pm and 7am or anytime on Saturday/Sunday).

1 REPROG-1-COM

Time to program Quantum database

2 LSC-DAY-ADDL-CS

Onsite day of service by a Lutron Service Representative for commissioning

1 LSC-TRAINING

Customer-Site Solution Training is provided by a Lutron Service Representative. Designed for the end user, this service provides the facility staff with the training they need to operate and maintain the lighting control system. Quantity dictates the number of days purchased.

2 LSC-SMA

Lutron Software Maintenance Agreement. Microsoft patch compatibility service that provides the end user with exclusive access to a Lutron website that documents compatibility testing results between recently released Microsoft patches and their Quantum software version. Should an incompatibility be found, the end user can download a Quantum software patch to restore compatibility. By virtue of purchasing this service, the Lutron software warranty is extended for the duration of the Software Maintenance Agreement. The quantity dictates the number of years purchased. The coverage begins when the system warranty is initiated.

1 LSC-E8G

Enhanced 8 year warranty: Years 1-2 provides 100% replacement parts & 100% Lutron labor coverage with a 72-hour response time and a 1-day annual scheduled preventative maintenance visit (Gold Plan); Years 3-5 provides 50% parts only coverage; Years 6-8 provides 25% parts only coverage

1 LSC-OS-PST-QTM

Quantum Onsite Startup for this system includes the following visits: Quantum Prewire Visit Onsite visit by a Lutron Services Company Representative typically held with the electrical contractor, project manager, and owner's representative to discuss the project scope and timeline. Additionally, the mounting and wiring of system devices, including panels, controls, and sensors is discussed. Quantum Startup Visit Onsite visit by a Lutron Services Company Representative held after Lutron equipment is installed. Equipment installation is verified and system is programmed and tested during this time. Quantum Training Onsite visit by a Lutron Services Company Representative held with the end user of the lighting control system. During this visit, Lutron Services Company Representative provides instruction on system maintenance and operation, including the use of any system software.



(Quote to complying Authorized Stocking Distributor only)

Product Lead Time: Please contact Lutron with your desired product delivery date. Typical lead times for Lutron system products are 4 weeks or less after receipt of approved submittal and release. To best enable Lutron to meet your delivery requirements, please submit your construction schedule with your hold for release purchase order.

For this Quote, the estimated Lead Time (in weeks) After Release is 8.

Visit www.lutron.com/incentives for location specific information on rebates and incentives that promote energy efficient lighting systems. Financial assistance to purchase and install energy efficient products can come from local and state utilities, state energy efficiency programs, EPAct tax incentives, and federal stimulus monies that focus on energy efficiency.

Qualifiers:

<< UPGRADE >>

- #. This quotation does NOT include installation of the new equipment or relocation of existing equipment .
- #. A new database will need to be written and the existing equipment retested .
- #. All OSPCU Ballasts must be replaced. Replacement ballasts are not included in this quote.
- #. 3-wire fluorescent dimming ballasts are required to dim fluorescent fixtures from a GP panel and may not be included in this quotation .
- #. Lead length from ballast to socket must not exceed 7 ft (2m) for T5, T8, and T12 linear lamps.
- #. Whenever lamp types are changed, it is recommended that lamp sockets are also changed and properly sized for applicable lamp type to ensure proper lamp strike. Replace with rapid start sockets, DO NOT USE instant start sockets for dimming applications.
- #. The hand-held programmer and jacks will not function with Quantum. For remote programming the new Quantum Mobile Control & Programming Software License was quoted in its place. Apple iPad and wifi network to be provided by others. A server is required for operation. If additional iPads will be used then additional charges will apply.

<<GENERAL>>

1. All controls are provided with a white finish unless noted otherwise in the product description of the bill of material.
2. Any deviation from this bill of material is subject to a new quotation.
3. Distributor is responsible for ensuring that system provided meets project specifications.
4. Lutron All-In-One Cable for any control and/or panel links is not included in this quotation, unless otherwise noted.
5. Factory Startup pricing is based on full access to all affected rooms during normal business hours . Other charges will apply if access during normal business hours is not provided.
6. Field service responsibilities do not include the installation of the shade and shade systems, and is the responsibility of the shade installer.
7. If any Lutron panel(s) or EcoSystem ballast(s)/module(s) are designated as emergency equipment, an upstream normal/emergency automatic transfer switch (by others) is required to feed normal/emergency Lutron panel(s) and EcoSystem ballast(s)/module(s). Upon loss of normal power and application of emergency power, all normal/emergency Lutron panel(s) and EcoSystem ballast(s)/module(s) default to full intensity and remain there until normal power is restored.
8. This bill of materials may contain products that are not Buy American Act (BAA-US Country of Origin) nor Trade Agreements Act (TAA) compliant. Please refer to the project's Federal Acquisition Rules (FARs) which can be found in the original project solicitation/statement of work, RFP, or Division 1 of the specification, to confirm if the project requires products that meet these compliance requirements. Please contact Lutron should your project require products manufactured in the United States or a TAA country .

<<QUANTUM PANELS >>

9. Refer to the product description column for panel feeder requirements.
10. Dimming panels are provided with main lugs only unless otherwise noted.
11. See Load Schedule for dimmer module circuit ratings and controllable dimming load types.
12. Switching modules are rated for 16A continuous load per circuit.
13. 3-wire fluorescent dimming ballasts are required to dim fluorescent fixtures from a GP panel and may not be included in this quotation.
14. XP panels are not to be used to power EcoSystem ballasts or ESN's.

<<QUANTUM QS>>

15. All QSG units are ready to accept up to 3 Lutron shade groups. A new faceplate kit (QSGF*) may be ordered to add Lutron shade groups.
16. In case 3-wire fluorescent dimming ballasts are used with a Grafik Eye unit, please note that a fluorescent dimming ballast interface (PHPM-3F-DV-WH) is required. Lutron's Tu-Wire fluorescent ballast does not require an interface. Lutron's EcoSystem ballast require a QSG with EcoSystem bus supply.
17. In case electronic transformers or LED drivers that require reverse phase dimming signal are used with a QSG unit, please note that an electronic low voltage interface (PHPM-PA-DV-WH) is required. Magnetic transformers



(Quote to complying Authorized Stocking Distributor only)

do not require an interface.

<<QUANTUM >>

- 18. Domestic Quantum system does not support DALI ballasts.
- 19. No handheld programmer available.
- 20. Optional CUST-FPS-A Floor Plan software is not included in this quotation, unless otherwise noted.
- 21. Lutron requires Electronic AutoCAD Drawings in order to provide Graphical Floorplan Software (if it is included in this quotation).
- 22. If Green Glance is required and included in this quotation, it requires a separate PC. This is NOT included in this quotation. Display monitor for Green Glance is also to be provided by others.

<<Quantum Network>>

- 23. Lutron recommends installation of a dedicated Lutron inter-processor network. If building network is to be used, contact Lutron for specific network requirements.
- 24. Required Ethernet network switches for inter-processor communication of the lighting control and Network equipment used to connect corporate networks to the lighting control system will be provided by others. This includes but is not limited to Routers, Switches, Ethernet cables and jacks.
- 25. Remote diagnostics for Quantum system requires an internet connection.
- 26. It is the responsibility of the End-User to provide and install adequate network security (eg. Firewall, etc).
- 27. It is the responsibility of the End-User to provide and install Internet connection.

<<Quantum Computer/Server>>

- 28. Quantum Manager must be located within 300 feet of a network switch or hub.
- 29. Server/Computer must be stored in a clean, climate controlled, lockable space. Failure to do so will void the warranty.

<<Quantum Software>>

- 30. A copy of the database will be provided to the end user in an electronic format after commissioning. It is the responsibility of the customer to maintain backups of changes to the database.
- 31. Lutron guarantees the compatibility of the Lighting Control Software (Q-Admin) with the Lutron provided computer/server (Q-Manager). The Lutron provided computer/server is covered under a one-year warranty.
- 32. No software applications other than Q-Admin should be installed on Q Manager.
- 33. The user must contact Lutron for written approval prior to installation/upgrade of third party software on the lighting control computer. Lutron is not responsible for compatibility issues stemming from third-party software installations and upgrades.

<<Submittal Drawings>>

- 34. Lutron will provide electronic files. If Lutron is requested to provide paper hardcopies, Lutron will issue a quote based on the number of sheets, size of sheets, number of submittal sets required, and standard ground shipping. Minimum charge for paper hard copies will start at \$100 per set and increase in price depending on size and number of sheets. Paper hardcopies will also be subject to an increased lead time.
- 35. The standard lead-time for submittal information is 15 working days for projects under \$250K; 20 working days for all projects from \$250-500K; 25 working days for projects from \$500K-1M and a minimum of 30 working days for projects greater than \$1M. Product data sheets based upon the quoted bill of materials can be provided within 3 days of receipt of order at Lutron Electronics. Lutron's project management team will contact the installing electrical contractor to discuss the specific submittal requirements and together will determine an acceptable submittal schedule.
- 36. The lead-time for submittal drawings begins from Lutron's receipt of purchase order or other authorized intent to purchase and receipt of all other required documents.
- 37. Lutron's standard submittal documentation will be provided. No additional submittal requirements have been communicated to Lutron or are identified in the project specification. The standard submittal information includes the following: (1) Bill of material with product descriptions (2) Product data sheets for all products shown on the bill of materials (3) Single-line diagrams and/or lighting plan overlays indicating the low-voltage wiring requirements (4) Panel schedules indicating the loads to be landed in each dimming/switching panel provided (5) Sequence of operation indicating Lutron's current understanding of the programming intent for the system.