

Meeting Date: 7/28/2015

Report Type: Consent

Report ID: 2015-00639

Title: Contracts: Wastewater Pipe Cleaning Equipment & Parts

Location: Citywide

Recommendation: Pass a Motion: 1) awarding contracts for Wastewater Pipe Cleaning Equipment & Parts with an initial term through June 30, 2016, with the option to extend for up to two additional one-year terms, as follows: a) award a contract for Groups I & II to Municipal Maintenance Equipment, Inc. in an amount not-to-exceed \$290,065 for the maximum three-year term, and b) award a contract for Groups III & V to Advanced Infrastructure Technologies, LLC, in an amount not-to-exceed \$237,568 for the maximum three-year term; and 2) authorizing the City Manager or his designee to approve the annual extensions subject to the availability of funds in the budget adopted for the applicable fiscal year.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Ken Swartz, Stores Administrator, (916) 808-6276, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Logistics

Dept ID: 14001451

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Contract (MME)
- 4-Contract (Advanced Infrastructure)

City Attorney Review

Approved as to Form
Joe Robinson
7/20/2015 9:56:35 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/10/2015 1:54:21 PM

Description/Analysis

Issue Detail: The Department of Utilities, Operations and Maintenance, has an ongoing need to purchase wastewater pipe cleaning equipment (rodder) and maintenance parts for its inventory to ensure continuation of services to its customers.

Policy Considerations: City Council approval is required for supplies contracts in amounts of \$100,000 or more. The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 that provide for the award of competitively bid supply contracts to the lowest responsible bidder.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Services Manager has determined that the proposed actions are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed supply purchases also constitute ongoing administrative activities that are not a “project” under CEQA (CEQA Guidelines Section 15378(b)(2)).

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

Commission/Committee Action: Not applicable

Rationale for Recommendation: In May 2015, DOU issued Invitation for Bid (IFB) No. B15141421034 for the purchase of wastewater rodder equipment and parts in accordance with City Code Chapter 3.56. The IFB was categorized into five groups. The initial contract term was defined as one year with two renewal options for a maximum term of three years. Four responses were received and evaluated. Municipal Maintenance Equipment, Inc. was determined to be the lowest responsive and responsible bidder for Groups I and II; and Advanced Infrastructure Technologies, LLC was determined to be the lowest responsive and responsible bidder for Groups III & V. There were no responsive bidders for Group IV.

Financial Considerations: Sufficient funding is available in the Department of Utilities (Fund 6006, Wastewater Fund) FY2015/16 proposed budget for the purchase of wastewater rodder equipment and parts through the initial one-year term. Renewal of the contract for succeeding one-year terms will be subject to the availability of sufficient funds in the budget adopted for the applicable fiscal year. The estimated annual amounts for three years are as follows:

Municipal Maintenance Equipment, Inc.			
Year 1	Year 2	Year 3	Total Amount
\$96,688	\$96,688	\$96,689	\$290,065

Advanced Infrastructure Technologies, LLC

Year 1	Year 2	Year 3	Total Amount
\$79,189	\$79,189	\$79,190	\$237,568

Local Business Enterprise (LBE): Municipal Maintenance Equipment, Inc. and Advanced Infrastructure have met the City's LBE participation requirement.

Background

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

CITY OF SACRAMENTO

**Bid No. B15141421034
TABLE OF CONTENTS**

Document Title	Page No. or N/A
SECTION I - REQUIREMENTS	
A. Electronic Bid Document(s) Availability	4
B. Bid Instructions and Requirements	5
C. Bid Signature Page	9
D. Equal Benefits Ordinance (EBO) Requirements	11
E. Local Business Enterprise (LBE) Participation Requirements	15
SECTION II – CONTRACT DOCUMENTS	
A. General Conditions	18
B. Special Provisions	26
C. Technical Specifications	29
SECTION III – BIDDER RESPONSE DOCUMENTS	
A. Items Requiring Bidder Response	31
B. Submittals Required Prior to Start of Contract	32
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	33
D. Local Business Enterprise (LBE) Participation Program	35
E. Pricing Schedule	37

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.

NOTICE: The City has established a minimum 5% participation level for Local Business Enterprises (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.

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, XXXXXXX, 2015. After opening, Bids may be inspected in the City Clerk's Office.

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

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

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

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

- 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
Operations & Maintenance
Stacy Larkin
Administrative Technician
slarkin@cityofsacramento.org
Phone: (916) 808-6356

Technical Questions
Operations & Maintenance
Phillip Rowe
Senior Storekeeper
prowe@cityofsacramento.org
Phone: (916) 808-6245

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: (1) the quality and performance of the supplies to be provided by the bidder; (2) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (3) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (4) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (5) the quality of the bidder's performance on previous purchases by, or contracts with, the city; (6) 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 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 this 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 the bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection C of this section.
 - c. The city council may by resolution adopt programs or procedures to provide bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises 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. This calculation of preferences shall be in addition to any deduction of sales or use tax required by subsection B of this section.
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 filled 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.: B15141421034

FOR SERVICES/SUPPLIES: Wastewater Rodder Equipment and Parts

To the City of Sacramento:

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

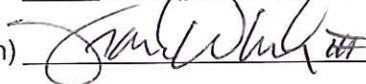
ADDRESS: 2360 HARVARD STREET SACRAMENTO, CA 95815

PHONE #: 916-922-1101 FAX #: 916-649-6480 E-MAIL: aramirez@source-mme.com

STATE TAX I.D. #: SR KH 028-913808 FED. TAX I.D. #: 68-0263697

City of Sacramento Business Operation Tax Certificate #: 83385
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person) 

PRINT NAME: FRANK WHEELER III

TITLE: VICE PRESIDENT

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

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: [X] 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: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

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

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

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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:

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

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

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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 PROVISIONSAward by Group Total

Each price group will be evaluated and may be awarded on an individual basis. In order for a bid to be considered responsive, every line item within a chose group must be bid. **Partially bid groups will be considered non-responsive.**

Brand Name

- a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Division as to what items are equal shall be final and conclusive.
- c. When brand, number, or level of quality is not stated by the Contractor, it is understood the offer is exactly as specified.
- d. If submitting a bid on a manufacturer's product other than that specified, Contractor may be required to submit descriptive literature and specifications.
- e. If necessary. The burden of proof and cost of analysis to determine equality shall be that of the Contractor.

Quantities (Estimated)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from and contract resulting from this request.

Price Adjustment

No price changes are permitted during the first year of the contract. Price increases will not be granted retroactively and request for adjustment must be received in writing by the City Purchasing Office. The City reserves the right to terminate the contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's price lists which substantiate the request for the price change and shall be delivered to the Procurement Services Division office at least **30** days before the prices become effective to the City.

Most favored customer pricing

The prices quoted to the City shall be as low as or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

F.O.B.

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

Payment Terms

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

Modification of Contract

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

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

Purchase Order

- a. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June30th, a second purchase order may be issued.
- b. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- c. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

Cooperative Purchasing

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

Warranty (Commercial)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Warranty/Guarantee

Contractor delivering merchandise against this specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the merchandise delivered does not meet the minimum requirements of this specification, the Contractor will be required to correct the same at the Contractor's expense.

Default by Contractor

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

Notification of Material Change in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restricting, 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.

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/Finance/Procurement/Sustainability-Options>

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

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

--See Section III for Pricing Schedule--

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):

2360 HARVARD STREET
SACRAMENTO, CA 95815

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 83385

2. DELIVERY GUARANTEE

Contractor guarantees delivery within 30-90 days after receipt of order (ARO).

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [X] (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 [X] or No []

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

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: MUNICIPAL MAINTENANCE EQUIPMENT

Address: 2360 HARVARD STREET SACRAMENTO, CA 95815

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

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

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

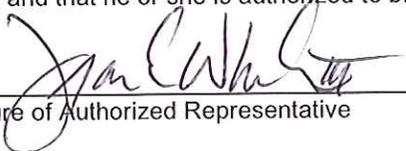
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the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

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

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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



 Signature of Authorized Representative

5-26-2015

 Date

FRANK WHEELER III

 Print Name

VICE PRESIDENT

 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:

83385

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*:

2360 HARVARD STREET

SACRAMENTO, CA 95815

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



Local Business Enterprise (LBE)
Participation Verification Form

Supply Agreements of \$100,000 or More

THIS FORM MUST BE SUBMITTED WITH THE BID

To be eligible for this agreement, the Bidder shall list below all the business entities used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all supplies/work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Bidder Name: Municipal Maintenance Equipment Bid Amount: \$572,944.10 Is the Bidder a LBE? Yes No

LBE Business Entity Name and Address (subject to verification)	Description of Supplies, Work, or Services to be Provided	Estimated Dollar Value of Work or Services
MUNICIPAL MAINTENANCE EQUIPMENT 2360 HARVARD STREET SACRAMENTO, CA 95815	Parts for Sewer Cleaning Machines	\$572,944.10

The Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this bid. The Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Bidder further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY Page 1 of 1

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, pricing, in accordance with the provisions and specifications contained herein. Quantities and types are estimates only and subject to increase or decrease over this potential 3 year contract. **Orders will be placed on an as needed basis.** The following quantities are the City's anticipated requirements for the next 3 years. **All items per group must be priced in order for the bid to be considered responsive.** Vendors are to supply proposed manufacturer and model numbers below each bid item in the space provided. Items in Groups I & IV are stipulated as **No Substitutions.** Group totals are to also be listed on the last page.

GROUP I ENZ NOZZLES - NO SUBSTITUTIONS

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	60.050	12 ea	Chisel Point Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI	\$ 237.80	\$ 2853.60
2	30.050	12 ea	Standard Pipe Cleaning Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI	\$ 237.80	\$ 2853.60
3	40.050	12 ea	Grenade Bomb Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI	\$ 406.10	\$ 4873.20
4	02.040A	12 ea	RotoJet Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI	\$ 669.51	\$ 8034.12
5	400.080-6	24 ea	Bulldog Nozzle, RotoJet w/ 6" Skid - 3/4" Hose, 800' Length, 50 GPM, 3000 PSI	\$ 244.63	\$ 57951.12
6	24.54615	24 ea	3/4" X 1" Reduction Bushing	\$ 8.05	\$ 193.20
7	400.080-6	6 ea	Bulldog Nozzle, RotoJet w/ 6" Skid - 1" Hose, 500' Length, 80 GPM, 3000 PSI	\$ 2414.63	\$ 14487.78

8	400.060BS	6 ea	Bulldog Nozzle, w/ Skid , 4"-12" Line -- 3/4" Hose, 1000' Length, 30 GPM, 3000 PSI	\$ 2297.56	\$ 13785.36
9	00400.0605	6 ea	Replacement Head for 60 Series Bulldog	\$ 201.95	\$ 1211.70
10	00100.0807	6 ea	4" Skid for Bulldog 060 & 080	\$ 203.41	\$ 1226.46
11	09.095U	12 ea	Precision Nut Driver	\$ 13.90	\$ 166.80
Sales Tax @ 8.5%				\$ 9149.14	

Total Group I \$ 116786.08

GROUP II HOSES & ACCESSORIES

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	LAGR-MM08X700	6 ea	Piranha Sewer Cleaning Hose Assy 1/2" X 700', 4000 PSI (Piranha)	\$ 1449.00	\$ 8694.00
	***If substituting please list		Proposed Manufacturer: PIRANHA HOSE PRODUCTS	Part No: UEMP500-700	
2	HPBU-MM12X1000	24 ea	Piranha Sewer Cleaning Hose Assy 3/4" X 1000', 3000 PSI (Piranha)	\$ 2370.00	\$ 56880.00
	***If substituting please list		Proposed Manufacturer: PIRANHA HOSE PRODUCTS	Part No: UEMP230-1000	
3	HPBU-MM16X700	10 ea	Piranha Sewer Cleaning Hose Assy 1" X 700', 3000 PSI (Piranha)	\$ 2030.00	\$ 20300.00
	***If substituting please list		Proposed Manufacturer: PIRANHA HOSE PRODUCTS	Part No: UEMP630-700	
4	HPBU-MM16X800	10 ea	Piranha Sewer Cleaning Hose Assy 1" X 800', 3000 PSI (Piranha)	\$ 2320.00	\$ 23200.00
	***If substituting please list		Proposed Manufacturer: PIRANHA HOSE PRODUCTS	Part No: UEMP630-800	
5	D0-69	36 ea	Tyger Tail 2" X 36" w/ 24' Looped End Poly Rope (UEMSI)	\$ 37.95	\$ 1366.20
	***If substituting please list		Proposed Manufacturer: UEMSI	Part No: _____	
6	D0-89	36 ea	Tyger Tail 3" X 36" w/ 24' Looped End Poly Rope (UEMSI)	\$ 47.45	\$ 1708.20
	***If substituting please list		Proposed Manufacturer: UEMSI	Part No: _____	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
7		36 ea	Leader Hose 1/2" X 20' Tough Cover 3000 PSI Coupled MIPT X FIPT	\$ 75.71	\$ 2725.56
		****If substituting please list	Proposed Manufacturer: UEMSI (PARKER SLH HOSE)	Part No: LH1/2X20	
8		72 ea	Leader Hose 3/4" X 20' Tough Cover 3000 PSI Coupled MIPT X FIPT	\$ 126.30	\$ 9093.60
		****If substituting please list	Proposed Manufacturer: UEMSI (PARKER SLH HOSE)	Part No: LH3/4X20	
9		24 ea	Leader Hose 1" X 20' Tough Cover 3000PSI Coupled MIPT X FIPT	\$ 177.16	\$ 4251.84
		****If substituting please list	Proposed Manufacturer: UEMSI (PARKER SLH HOSE)	Part No: LH1X20	
10		100 ea	Guide Hose 2" X 10' Steel Lined PVC Coupled w/ 2" MIPT	\$ 200.00	\$ 20000.00
		****If substituting please list	Proposed Manufacturer: CAPITAL RUBBER	Part No: 2X10RTRHOSE	
11		20 ea	Guide Hose 2" X 20' Steel Lined PVC Coupled w/ 2" MIPT	\$ 368.75	\$ 7375.00
		****If substituting please list	Proposed Manufacturer: CAPITAL RUBBER	Part No: 2X20RTRHOSE	
12	200-A-AL	120 ea	Dixon 2" Male Cam Lock X FIPT	\$ 11.75	\$ 1410.00
		****If substituting please list	Proposed Manufacturer: DIXON	Part No: _____	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
13	200-D-AL	120 ea	Dixon 2" Female Cam Lock X FIPT	\$ 22.50	\$ 2700.00
***If substituting please list Proposed Manufacturer: DIXON Part No: _____					
				Sales Tax @ 8.5%	\$ 13574.87
Total Group II				\$	173279.27

GROUP III MISCELLANEOUS SUPPLIES/TOOLS

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	J1-OG	144 ea	Dye Tablets Yellow/Green 200 Count (UEMSI)	\$ 36.50	\$ 5256.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
2	J2-OG	144 ea	Dye Tablets Red 200 Count (UEMSI)	\$ 38.25	\$ 5508.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
3	FE-412	4 ea	4-Finned Nozzle Extension 1/2" X 4" (Southland)	\$ 36.62	\$ 146.48
	***If substituting please list Proposed Manufacturer: UEMSI Part No: DO-5B				
4	FE-612	4 ea	4-Finned Nozzle Extension 1/2" X 6" (Southland)	\$ 58.40	\$ 264.12
	***If substituting please list Proposed Manufacturer: SHAMROCK Part No: FE-612				
5	FE-434	4 ea	4-Finned Nozzle Extension 3/4" X 4" (Southland)	\$ 40.95	\$ 163.80
	***If substituting please list Proposed Manufacturer: UEMSI Part No: DO-5A				
6	FE-634	4 ea	4-Finned Nozzle Extension 3/4" X 6" (Southland)	\$ 43.95	\$ 175.80
	***If substituting please list Proposed Manufacturer: UEMSI Part No: DO-5				

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
7	FE-834	4 ea	4-Finned Nozzle Extension 3/4" X 8" (Southland)	\$ 67.20	\$ 268.80
	***If substituting please list		Proposed Manufacturer: SHAMROCK	Part No: FE-834	
8	FE-61	4 ea	4-Finned Nozzle Extension 1" X 6" (Southland)	\$ 49.61	\$ 198.44
	***If substituting please list		Proposed Manufacturer: UEMSI	Part No: DO-6	
9	FE-81	4 ea	4-Finned Nozzle Extension 1" X 8" (Southland)	\$ 80.60	\$ 322.40
	***If substituting please list		Proposed Manufacturer: SHAMROCK	Part No: FE-81	
10	ME-6	4 ea	6" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 146.80	\$ 575.20
	***If substituting please list		Proposed Manufacturer:	Part No:	
11	ME-8	4 ea	8" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 185.62	\$ 742.48
	***If substituting please list		Proposed Manufacturer:	Part No:	
12	ME-10	4 ea	10" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 248.50	\$ 990.00
	***If substituting please list		Proposed Manufacturer:	Part No:	
13	ME-12	4 ea	12" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 340.88	\$ 1363.52
	***If substituting please list		Proposed Manufacturer:	Part No:	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
14	ME-15	2 ea	15" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 323.14	\$ 646.28
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
15	ME-18	2 ea	18" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 581.63	\$ 1163.26
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
16	U32087	8 ea	6" Quick Clamp for Vactor (680-0073) (UEMSI/Vac-Con)	\$ 23.50	\$ 188.00
	***If substituting please list		Proposed Manufacturer: VACCON	Part No: 680-0073	
17	U16584	24 ea	8" Quick clamp for Vactor (680-0015) (UEMSI/Vac-Con)	\$ 22.84	\$ 548.10
	***If substituting please list		Proposed Manufacturer: VACCON	Part No: 680-0015	
18	AA43H	6 ea	Low Pressure GunJet Spray Gun (680-0010) (UEMSI/Vac-Con)	\$ 207.98	\$ 1247.85
	***If substituting please list		Proposed Manufacturer: VACCON	Part No: 680-0010	
19	GWCT	6 ea	Claw Action Grabber w/ Telescopic Pole 7-15' (Southland)	\$ 312.50	\$ 1875.00
	***If substituting please list		Proposed Manufacturer: MAX-LIFE	Part No: MCLAW	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
20	SGP-15	6 ea	Steel Telescopic Grabber Prong – 5” to 15” extendable (Southland)	\$ 258.82	\$ 1552.92
	****If substituting please list		Proposed Manufacturer: <u>MAX-LIFE</u>	Part No: <u>MDG-1</u>	
21	FS-12	6 ea	Catch Basin Spoon w/ 12' Fiberglass Poles	\$ 217.00	\$ 1302.00
	****If substituting please list		Proposed Manufacturer: <u>MAX-LIFE</u>	Part No: <u>MBS-12</u>	
22	80355	6 ea	Ditch Drag Rake/Cleaner w/ 16' Fiberglass Handle (J.F.Mahaney Co.)	\$ 87.49	\$ 524.94
	****If substituting please list		Proposed Manufacturer: _____	Part No: _____	
				Sales Tax @ 8.5%	\$ 1251.17
Total Group III				\$	26274.56

GROUP IV GOLDAK LOCATING EQUIPMENT – NO SUBSTITUTIONS

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	720	60 ea	Valve Locator	\$ no bid	\$ no bid
Sales Tax @ 8.5%				\$ no bid	
Total Group IV				\$ no bid	

GROUP V HAND AND MECHANICAL RODDING

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	STR-1-1	600 ea	5/16"X36" Blue Steel Rod with Coupling (Southland)	\$ 11.20	\$ 6720.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: BSR-1A	
2	T1-1	150 ea	5/16" Assembly Wrench (Southland)	\$ 30.40	\$ 4560.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: AW-1	
3	T5-1	150 ea	Bar Turn Handle (Southland)	\$ 17.60	\$ 2640.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: BTH-1	
4	T2-1	75 ea	5/16" Assembly Turning Handle (Southland)	\$ 51.20	\$ 3840.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: ATW-1	
5	T3-1	75 ea	5/16" Pull Out Tool (Southland)	\$ 35.20	\$ 2640.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: POT-1	
6	P5-2M	75 ea	2" Corkscrew w/ Flex Spring (Max-Life)	\$ 33.60	\$ 2520.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: P5-2	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
7	P5-4M ***If substituting please list	75 ea	4" Corkscrew w/ Flex Spring (Max-Life) Proposed Manufacturer: SRECO	\$ 35.20	\$ 2640.00
				Part No: P5-4	
8	P5-5-3M ***If substituting please list	75 ea	3" Root Cutter w/ Flex Spring (Max-Life) Proposed Manufacturer: SRECO	\$ 63.20	\$ 4740.00
				Part No: P5-5-3	
9	STC-1-3 ***If substituting please list	32,000 ft	Continuous Rod .393" (Southland) Proposed Manufacturer: SRECO	\$ 1.74 / FOOT	\$ 55680.00
				Part No: 21135	
10	STC-1-5 ***If substituting please list	16,000 ft	Continuous Rod .461" (Southland) Proposed Manufacturer: SRECO	\$ 2.09 / FOOT	\$ 33440.00
				Part No: 21137	
11	CN-1-8 ***If substituting please list	300 ea	Coupling Nut .393 L/H Fine Thread (Southland) Proposed Manufacturer: SRECO	\$ 4.00	\$ 1200.00
				Part No: SSR-6R5-1	
12	CN-1-12 ***If substituting please list	100 ea	Coupling Nut .461 L/H Fine Thread (Southland) Proposed Manufacturer: SRECO	\$ 4.00	\$ 400.00
				Part No: SSR-6-6-1	
13	AC-2-2 ***If substituting please list	200 ea	Coupling .393 Fine Hook End X 5/16" R/H Coarse Thread (Southland) Proposed Manufacturer: SRECO	\$ 23.20	\$ 4640.00
				Part No: CRC-11	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
14	AC-4-2	200 ea	Coupling .393 Fine Hook End X 3/8" R/H Coarse Thread (Southland)	\$ 23.20	\$ 4640.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: CRC-12	
15	AC-4-4	200 ea	Coupling .461 Fine Hook End X 3/8" R/H Coarse Thread (Southland)	\$ 23.20	\$ 4640.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: CRC-16	
16	AC-4-6	200 ea	Coupling .461 Fine Hook End X .461 R/H Coarse Thread (Southland)	\$ NO BID	\$ NO BID
	***If substituting please list		Proposed Manufacturer: NO BID	Part No: NO BID	
17	AR-1-1	200 ea	5/16" Adapter Rod (Southland)	\$ 7.20	\$ 1440.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: SBC-1-3	
18	AR-1-SS	200 ea	5/16" Adapter Rod - Super Short (Southland)	\$ NO BID	\$ NO BID
	***If substituting please list		Proposed Manufacturer: NO BID	Part No: NO BID	
19	AR-1-2	200 ea	3/8" Adapter Rod (Southland)	\$ 9.60	\$ 1920.00
	***If substituting please list		Proposed Manufacturer: SRECO	Part No: SBC-1-4	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
20	AR-1-2SS	200 ea	3/8" Adapter Rod – Super Short (Southland)	\$ 9.60	\$ 1920.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>SBC-1-4</u>	
21	AR-1-6	200 ea	.461" Adapter Rod (Southland)	\$ 24.00	\$ 4800.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>RSC-6</u>	
22	RT-4C	12 ea	4" Concave Root Saw – Blade Only (SRECO)	\$ 73.60	\$ 883.20
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
23	RT-6C	12 ea	6" Concave Root Saw – Blade Only (SRECO)	\$ 88.00	\$ 1056.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
24	RT-8C	12 ea	8" Concave Root Saw – Blade Only (SRECO)	\$ 97.60	\$ 1171.20
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
25	RT-10C	12 ea	10" Concave Root Saw – Blade Only (SRECO)	\$ 112.80	\$ 1353.60
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
26	RT-12C	12 ea	12" Concave Root Saw – Blade Only (SRECO)	\$ 132.00	\$ 1584.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
27	RT-15C	12 ea	15" Concave Root Saw – Blade Only (SRECO)	\$ 146.40	\$ 1756.80
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
28	SRM-2	12 ea	4" Flat Root Saw – Blade Only (SRECO)	\$ 64.00	\$ 768.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
29	SRM-3	12 ea	6" Flat Root Saw – Blade Only (SRECO)	\$ 72.80	\$ 873.60
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
30	SRM-4	12 ea	8" Flat Root Saw – Blade Only (SRECO)	\$ 96.13	\$ 1153.56
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
31	SRM-5	12 ea	10" Flat Root Saw – Blade Only (SRECO)	\$ 94.40	\$ 1132.80
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
32	SRM-6	12 ea	12" Flat Root Saw – Blade Only (SRECO)	\$ 108.00	\$ 1296.00
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	
33	SRM-7	12 ea	15" Flat Root Saw – Blade Only (SRECO)	\$ 128.00	\$ 1536.00
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	
34	RSC-1	50 ea	Root Saw Coupling for 5/16" Adapter Rod (SRECO)	\$ 15.20	\$ 760.00
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	
35	RSC-2	50 ea	Root Saw Coupling for 3/8" Adapter Rod (SRECO)	\$ 17.60	\$ 880.00
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	
36	RSC-6D	50 ea	Root Saw Coupling for .461" Direct Hook End (SRECO)	\$ 22.40	\$ 1120.00
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	
37	SA-2G	6 ea	4" Auger – Blade Only (SRECO)	\$ 68.00	\$ 408.00
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
38	SA-4G	6 ea	6" Auger – Blade Only (SRECO)	\$ 112.00	\$ 672.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
39	SA-5G	6 ea	8" Auger – Blade Only (SRECO)	\$ 147.20	\$ 883.20
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
40	SA-6G	6 ea	10" Auger – Blade Only (SRECO)	\$ 155.20	\$ 931.20
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
41	SA-1-2S	24 ea	Auger Coupling for 5/16" Adapter Rod (SRECO)	\$ 15.20	\$ 364.80
	***If substituting please list Proposed Manufacturer: <u>SRECO SUPERCEDE</u> Part No: <u>USE SRECO RSC-1W</u>				
42	SA-1-3S	24 ea	Auger Coupling for 3/8" Adapter Rod (SRECO)	\$ 17.60	\$ 422.40
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
43	SA-1-7D	24 ea	Auger Coupling for .461" Direct Hook End (SRECO)	\$ 22.40	\$ 537.60
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
44	SBC-1G	30 ea	3" Square Bar Corkscrew – Blade only (SRECO)	\$ 64.00	\$ 1920.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
45	SBC-2G	30 ea	4" Square Bar Corkscrew – Blade only (SRECO)	\$ 65.60	\$ 1968.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
46	SBC-3G	6 ea	5" Square Bar Corkscrew – Blade only (SRECO)	\$ 68.80	\$ 412.80
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
47	SBC-4G	12 ea	6" Square Bar Corkscrew – Blade only (SRECO)	\$ 84.80	\$ 508.80
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
48	SBC-5G	12 ea	8" Square Bar Corkscrew – Blade only (SRECO)	\$ 99.20	\$ 1190.40
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
49	SBC-7G	6 ea	10" Square Bar Corkscrew – Blade only (SRECO)	\$ 158.40	\$ 950.40
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
50	SBC-8G	6 ea	12" Square Bar Corkscrew – Blade only (SRECO)	\$ 180.80	\$ 1084.80
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
51	SBC-3-1	24 ea	SBC Coupling for 3/8" Adapter Rod (SRECO)	\$ 16.00	\$ 384.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
52	SBC-3-3D	24 ea	SBC Coupling for .393" Direct Hook End (SRECO)	\$ 20.80	\$ 499.20
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
53	SBC-3-5D	24 ea	SBC Coupling for .461" Direct Hook End (SRECO)	\$ 20.80	\$ 499.20
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
54	CH-1-1	75 ea	Blade Chuck with 5/16" Adapter Rod (Southland)	\$ 82.40	\$ 6180.00
	***If substituting please list		Proposed Manufacturer: _____ SRECO	Part No: _____	
55	CH-1-2	75 ea	Blade Chuck with 3/8" Adapter Rod (Southland)	\$ 82.40	\$ 6180.00
	***If substituting please list		Proposed Manufacturer: _____ SRECO	Part No: _____	
56	CH-1-DH6	75 ea	Blade Chuck with .461" Direct Hook Coupling (Southland)	\$ 96.00	\$ 7200.00
	***If substituting please list		Proposed Manufacturer: _____ SRECO	Part No: _____	
57	FB-6	600 ea	6" Flat Blade for 3-Blade Chuck (Southland)	\$ 16.00	\$ 9600.00
	***If substituting please list		Proposed Manufacturer: _____ SRECO	Part No: _____ SBA-2	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
58	FB-8	600 ea	8" Flat Blade for 3-Blade Chuck (Southland)	\$ 17.60	\$ 10560.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>SBA-3</u>	
59	FB-10	300 ea	10" Flat Blade for 3-Blade Chuck (Southland)	\$ 20.80	\$ 6240.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>SBA-4</u>	
60	FB-12	200 ea	12" Flat Blade for 3-Blade Chuck (Southland)	\$ 21.60	\$ 4320.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>SBA-5</u>	
61	FB-15	200 ea	15" Flat Blade for 3-Blade Chuck (Southland)	\$ 24.00	\$ 4800.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>SBA-6</u>	
62	FB-18	200 ea	18" Flat Blade for 3-Blade Chuck (Southland)	\$ 27.20	\$ 5440.00
	***If substituting please list		Proposed Manufacturer: <u>SRECO</u>	Part No: <u>SBA-8</u>	
				Sales Tax @ 8.5%	\$ 20102.63
Total Group V				\$	256604.19

TOTALS BY GROUP

Group I	\$	116786.08
Group II	\$	173279.27
Group III	\$	26274.56
Group IV	\$	NO BID
Group V	\$	256604.19

TOTAL BID: \$ 572944.10

City of
SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

83385

83385

Business Name	MUNICIPAL MAINTENANCE EQUIP.	FROM	TO
Business Address	2360 HARVARD ST	Mo. Day Yr.	Mo. Day Yr.
Owner	WHEELER, HELEN MACKENZIE-PR	01/01/2015	12/31/2015
Type of Business	EQUIPMENT SALES & SERVICE		
Tax Classification	401		

Expires
CITY OF SACRAMENTO

TOTAL
PAID: \$3,724.00

MUNICIPAL MAINTENANCE EQUIP.
2360 HARVARD ST
SACRAMENTO, CA 95815

FEB 10 2015
IF NOT
PAID
VOIDED

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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



CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

(Responsible Department)

Bid Number: B15141421034

INVITATION FOR BID And Contract Specifications for Supplies

FOR: Wastewater Rodder Equipment and Parts

Bids Must Be Received Up To The Hour of 2:00 P.M. on May 27, 2015

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: May 19, 2015 @ 10:00 a.m.
Mandatory: [] Yes South Area Corp Yard
 [X] No 5730 24th Street, Bldg. 22
 Sacramento, CA 95822

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

Name of Bidder: Advanced Infrastructure Technologies, LLC

Address: 3055 Kashiwa Street

City, State, Zip Code: Torrance, CA 90505

Phone Number: 310-534-4000

Email Address: jp@advancedworld.com

CITY OF SACRAMENTO

**Bid No. B15141421034
TABLE OF CONTENTS**

Document Title	Page No. or N/A
SECTION I - REQUIREMENTS	
A. Electronic Bid Document(s) Availability	4
B. Bid Instructions and Requirements	5
C. Bid Signature Page	9
D. Equal Benefits Ordinance (EBO) Requirements	11
E. Local Business Enterprise (LBE) Participation Requirements	15
SECTION II – CONTRACT DOCUMENTS	
A. General Conditions	18
B. Special Provisions	26
C. Technical Specifications	29
SECTION III – BIDDER RESPONSE DOCUMENTS	
A. Items Requiring Bidder Response	31
B. Submittals Required Prior to Start of Contract	32
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	33
D. Local Business Enterprise (LBE) Participation Program	35
E. Pricing Schedule	37

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.

NOTICE: The City has established a minimum 5% participation level for Local Business Enterprises (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.

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, XXXXXXX, 2015. After opening, Bids may be inspected in the City Clerk's Office.

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

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

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

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: [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 _____.
- 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
Operations & Maintenance
 Stacy Larkin
 Administrative Technician
slarkin@cityofsacramento.org
 Phone: (916) 808-6356

Technical Questions
Operations & Maintenance
 Phillip Rowe
 Senior Storekeeper
prowe@cityofsacramento.org
 Phone: (916) 808-6245

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: (1) the quality and performance of the supplies to be provided by the bidder; (2) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (3) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (4) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (5) the quality of the bidder's performance on previous purchases by, or contracts with, the city; (6) 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 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 this 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 the bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection C of this section.
 - c. The city council may by resolution adopt programs or procedures to provide bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises 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. This calculation of preferences shall be in addition to any deduction of sales or use tax required by subsection B of this section.
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 filled 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.: B15141421034

FOR SERVICES/SUPPLIES: Wastewater Rodder Equipment and Parts

To the City of Sacramento:

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

ADDRESS: 3055 Kashiwa Street, Torrance, CA 90505

PHONE #: 310-534-4000 FAX #: 310-534-4020 E-MAIL: jp@advancedworld.com

STATE TAX I.D. #: 200134510071 FED. TAX I.D. #: 95-4889508

City of Sacramento Business Operation Tax Certificate #: 1020044
(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) 

PRINT NAME: John J. Pujol

TITLE: President

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

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: [X] 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: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

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

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

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

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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:

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

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

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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

Award by Group Total

Each price group will be evaluated and may be awarded on an individual basis. In order for a bid to be considered responsive, every line item within a chose group must be bid. **Partially bid groups will be considered non-responsive.**

Brand Name

- a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Division as to what items are equal shall be final and conclusive.
- c. When brand, number, or level of quality is not stated by the Contractor, it is understood the offer is exactly as specified.
- d. If submitting a bid on a manufacturer's product other than that specified, Contractor may be required to submit descriptive literature and specifications.
- e. If necessary. The burden of proof and cost of analysis to determine equality shall be that of the Contractor.

Quantities (Estimated)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from and contract resulting from this request.

Price Adjustment

No price changes are permitted during the first year of the contract. Price increases will not be granted retroactively and request for adjustment must be received in writing by the City Purchasing Office. The City reserves the right to terminate the contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's price lists which substantiate the request for the price change and shall be delivered to the Procurement Services Division office at least **30** days before the prices become effective to the City.

Most favored customer pricing

The prices quoted to the City shall be as low as or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

F.O.B.

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

Payment Terms

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

Modification of Contract

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

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

Purchase Order

- a. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June30th, a second purchase order may be issued.
- b. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- c. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

Cooperative Purchasing

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

Warranty (Commercial)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Warranty/Guarantee

Contractor delivering merchandise against this specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the merchandise delivered does not meet the minimum requirements of this specification, the Contractor will be required to correct the same at the Contractor's expense.

Default by Contractor

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

Notification of Material Change in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restricting, 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.

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/Finance/Procurement/Sustainability-Options>

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

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

--See Section III for Pricing Schedule--

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):

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 1020044

2. DELIVERY GUARANTEE

Contractor guarantees delivery within 30 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 2 % for payment within 20 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? 0 %

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: Advanced Infrastructure Technologies, LLC

Address: 3055 Kashiwa Street, Torrance, CA 90505

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

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

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

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

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

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

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



 Signature of Authorized Representative

5/26/2015

 Date

John J. Pujol

 Print Name
 President

 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:

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

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

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



**Local Business Enterprise (LBE)
Participation Verification Form**

Supply Agreements of \$100,000 or More

THIS FORM MUST BE SUBMITTED WITH THE BID

To be eligible for this agreement, the Bidder shall list below all the business entities used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all supplies/work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Bidder Name: Advanced Infrastructure Technologies, LLC Bid Amount: \$577,337.61 Is the Bidder a LBE? Yes No

LBE Business Entity Name and Address (subject to verification)	Description of Supplies, Work, or Services to be Provided	Estimated Dollar Value of Work or Services
Capital Rubber Co. 1725 19th Street Sacramento, CA 95811	Supply Guide Hose, Sewer Hose	\$37,900.00 (6.5%)
Creative Solutions Handyman Services 6116 Sutter Avenue, Carmichael, CA 95608 SAC General Business Lic: GNB3200-97498	Transportation, Logistics, Delivery & Supplies	\$28,900.00 (5.0%)

The Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this bid. The Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Bidder further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, pricing, in accordance with the provisions and specifications contained herein. Quantities and types are estimates only and subject to increase or decrease over this potential 3 year contract. **Orders will be placed on an as needed basis.** The following quantities are the City’s anticipated requirements for the next 3 years. **All items per group must be priced in order for the bid to be considered responsive.** Vendors are to supply proposed manufacturer and model numbers below each bid item in the space provided. Items in Groups I & IV are stipulated as **No Substitutions.** Group totals are to also be listed on the last page.

GROUP I ENZ NOZZLES - NO SUBSTITUTIONS

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	60.050	12 ea	Chisel Point Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI AIT - PN# LHD-30.08	\$ 275.00	\$ 3,300.00
2	30.050	12 ea	Standard Pipe Cleaning Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI AIT - PN# LHD-40.08	\$ 275.00	\$ 3,300.00
3	40.050	12 ea	Grenade Bomb Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI AIT - PN# LHD-12.08	\$ 485.00	\$ 5,820.00
4	02.040A	12 ea	AIT - PN# LHD-20.08 RotoJet Nozzle 1/2" Hose, 500' Length, 25 GPM, 4000 PSI	\$ 790.00	\$ 9,480.00
5	400.080-6	24 ea	Bulldog Nozzle, RotoJet w/ 6" Skid - 3/4" Hose, 800' Length, 50 GPM, 3000 PSI Stoneage - PN# WHR-3/4PKG	\$ 2,400.00	\$ 57,600.00
6	24.54615	24 ea	3/4" X 1" Reduction Bushing AIT - PN# LHD-0200-1612	\$ 10.00	\$ 240.00
7	400.080-6	6 ea	Bulldog Nozzle, RotoJet w/ 6" Skid - 1" Hose, 500' Length, 80 GPM, 3000 PSI Stoneage - PN# WGR-1PKG	\$ 2,800.00	\$ 16,800.00

8	400.060BS	6 ea	Bulldog Nozzle, w/ Skid , 4"-12" Line – 3/4" Hose, 1000' Length, 30 GPM, 3000 PSI Stoneage - PN# WHR-3/4PKG	\$ 2,400.00	\$ 14,400.00
9	00400.0605	6 ea	Replacement Head for 60 Series Bulldog Stoneage - PN# WGR-040	\$ 375.00	\$ 2,250.00
10	00100.0807	6 ea	4" Skid for Bulldog 060 & 080 Stoneage - PN# WGR-084-4	\$ 300.00	\$ 1,800.00
11	09.095U	12 ea	Precision Nut Driver AIT - PN# LHD-0103	\$ 20.00	\$ 240.00
				Sales Tax @ 8.5%	\$ 9,794.55

Total Group I \$ 125,024.55

GROUP II HOSES & ACCESSORIES

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	LAGR-MM08X700	6 ea	Piranha Sewer Cleaning Hose Assy 1/2" X 700', 4000 PSI (Piranha)	\$ 1,341.00	\$ 8,046.00
	***If substituting please list		Proposed Manufacturer:	Part No:	
2	HPBU-MM12X1000	24 ea	Piranha Sewer Cleaning Hose Assy 3/4" X 1000', 3000 PSI (Piranha)	\$ 2,499.00	\$ 59,976.00
	***If substituting please list		Proposed Manufacturer:	Part No:	
3	HPBU-MM16X700	10 ea	Piranha Sewer Cleaning Hose Assy 1" X 700', 3000 PSI (Piranha)	\$ 2,309.00	\$ 23,090.00
	***If substituting please list		Proposed Manufacturer:	Part No:	
4	HPBU-MM16X800	10 ea	Piranha Sewer Cleaning Hose Assy 1" X 800', 3000 PSI (Piranha)	\$ 2,596.00	\$ 25,960.00
	***If substituting please list		Proposed Manufacturer:	Part No:	
5	D0-69	36 ea	Tyger Tail 2" X 36" w/ 24' Looped End Poly Rope (UEMSI)	\$ 40.00	\$ 1,440.00
	***If substituting please list		Proposed Manufacturer:	Part No:	
6	D0-89	36 ea	Tyger Tail 3" X 36" w/ 24' Looped End Poly Rope (UEMSI)	\$ 50.00	\$ 1,800.00
	***If substituting please list		Proposed Manufacturer:	Part No:	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
7	***If substituting please list	36 ea	Leader Hose 1/2" X 20' Tough Cover 3000 PSI Coupled MIPT X FIPT Proposed Manufacturer: Parker	\$ 120.00	\$ 4,320.00
8	***If substituting please list	72 ea	Leader Hose 3/4" X 20' Tough Cover 3000 PSI Coupled MIPT X FIPT Proposed Manufacturer: Parker	\$ 180.00	\$ 12,960.00
9	***If substituting please list	24 ea	Leader Hose 1" X 20' Tough Cover 3000PSI Coupled MIPT X FIPT Proposed Manufacturer: Parker	\$ 200.00	\$ 4,800.00
10	***If substituting please list	100 ea	Guide Hose 2" X 10' Steel Lined PVC Coupled w/ 2" MIPT Proposed Manufacturer: Capital Rubber	\$ 224.00	\$ 22,400.00
11	***If substituting please list	20 ea	Guide Hose 2" X 20' Steel Lined PVC Coupled w/ 2" MIPT Proposed Manufacturer: Capital Rubber	\$ 365.00	\$ 7,300.00
12	***If substituting please list	120 ea	Dixon 2" Male Cam Lock X FIPT Proposed Manufacturer: Capital Rubber	\$ 11.00	\$ 1,320.00

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
13	200-D-AL	120 ea	Dixon 2" Female Cam Lock X FIPT	\$ 20.50	\$ 2,460.00

***If substituting please list Proposed Manufacturer: _____ Part No: _____

Sales Tax @ 8.5% \$ 14,949.12

Total Group II \$ 190,821.12

GROUP III MISCELLANEOUS SUPPLIES/TOOLS

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	J1-OG	144 ea	Dye Tablets Yellow/Green 200 Count (UEMSI)	\$ 37.50	\$ 5,400.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
2	J2-OG	144 ea	Dye Tablets Red 200 Count (UEMSI)	\$ 37.50	\$ 5,400.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
3	FE-412	4 ea	4-Finned Nozzle Extension 1/2" X 4" (Southland)	\$ 80.00	\$ 320.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: A30190-F08S	
4	FE-612	4 ea	4-Finned Nozzle Extension 1/2" X 6" (Southland)	\$ 82.00	\$ 328.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: A30190-F08L	
5	FE-434	4 ea	4-Finned Nozzle Extension 3/4" X 4" (Southland)	\$ 80.00	\$ 320.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: A30190-F12S	
6	FE-634	4 ea	4-Finned Nozzle Extension 3/4" X 6" (Southland)	\$ 82.00	\$ 328.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: A30190-F12L	

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<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
7	FE-834	4 ea	4-Finned Nozzle Extension 3/4" X 8" (Southland)	\$ 82.00	\$ 328.00
	***If substituting please list Proposed Manufacturer: AIT Part No: A30190-F12L				
8	FE-61	4 ea	4-Finned Nozzle Extension 1" X 6" (Southland)	\$ 80.00	\$ 320.00
	***If substituting please list Proposed Manufacturer: AIT Part No: A30190-F16S				
9	FE-81	4 ea	4-Finned Nozzle Extension 1" X 8" (Southland)	\$ 82.00	\$ 328.00
	***If substituting please list Proposed Manufacturer: AIT Part No: A30190-F16L				
10	ME-6	4 ea	6" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 129.00	\$ 516.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
11	ME-8	4 ea	8" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 159.00	\$ 636.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
12	ME-10	4 ea	10" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 189.00	\$ 756.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				
13	ME-12	4 ea	12" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 199.00	\$ 796.00
	***If substituting please list Proposed Manufacturer: _____ Part No: _____				

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
14	ME-15	2 ea	15" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 349.00	\$ 698.00
	***If substituting please list Proposed Manufacturer:			Part No: _____	
15	ME-18	2 ea	18" Aluminum Mechanical Plug w/ T-Handle (Plug-It Products)	\$ 499.00	\$ 998.00
	***If substituting please list Proposed Manufacturer:			Part No: _____	
16	U32087	8 ea	6" Quick Clamp for Vactor (680-0073) (UEMSI/Vac-Con)	\$ 23.75	\$ 190.00
	***If substituting please list Proposed Manufacturer:			Part No: _____	
17	U16584	24 ea	8" Quick clamp for Vactor (680-0015) (UEMSI/Vac-Con)	\$ 25.50	\$ 612.00
	***If substituting please list Proposed Manufacturer:			Part No: _____	
18	AA43H	6 ea	Low Pressure GunJet Spray Gun (680-0010) (UEMSI/Vac-Con)	\$ 200.00	\$ 1,200.00
	***If substituting please list Proposed Manufacturer:			Part No: _____	
19	GWCT	6 ea	Claw Action Grabber w/ Telescopic Pole 7-15' (Southland)	\$ 290.00	\$ 1,740.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: 1060	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
20	SGP-15	6 ea	Steel Telescopic Grabber Prong – 5” to 15” extendable (Southland)	\$ 240.00	\$ 1,440.00
	***If substituting please list Proposed Manufacturer: <u>Max Life</u>			Part No: <u>MDG-1</u>	
21	FS-12	6 ea	Catch Basin Spoon w/ 12' Fiberglass Poles	\$ 217.00	\$ 1,302.00
	***If substituting please list Proposed Manufacturer: <u>Max Life</u>			Part No: <u>MBS-12</u>	
22	80355	6 ea	Ditch Drag Rake/Cleaner w/ 16' Fiberglass Handle (J.F.Mahaney Co.)	\$ 69.40	\$ 416.40
	***If substituting please list Proposed Manufacturer: _____			Part No: _____	
				Sales Tax @ 8.5%	\$ 2,071.65
Total Group III					\$ 26,444.05

GROUP IV GOLDAK LOCATING EQUIPMENT – NO SUBSTITUTIONS

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	720	60 ea	Valve Locator	\$ 389.00	\$ 23,340.00
			Radiodetection - PN# RD-312		
			Sales Tax @ 8.5%	\$ 1,983.90	
			Total Group IV	\$ 25,323.90	

GROUP V HAND AND MECHANICAL RODDING

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	STR-1-1	600 ea	5/16"X36" Blue Steel Rod with Coupling (Southland)	\$ 9.90	\$ 5,940.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: SSR-1A	
2	T1-1	150 ea	5/16" Assembly Wrench (Southland)	\$ 23.00	\$ 3,450.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: RTW-1	
3	T5-1	150 ea	Bar Turn Handle (Southland)	\$ 18.00	\$ 2,700.00
	***If substituting please list Proposed Manufacturer: Max Life			Part No: MBH-1	
4	T2-1	75 ea	5/16" Assembly Turning Handle (Southland)	\$ 55.00	\$ 4,125.00
	***If substituting please list Proposed Manufacturer: Max Life			Part No: MAH-1	
5	T3-1	75 ea	5/16" Pull Out Tool (Southland)	\$ 33.00	\$ 2,475.00
	***If substituting please list Proposed Manufacturer: Max Life			Part No: MPT-2	
6	P5-2M	75 ea	2" Corkscrew w/ Flex Spring (Max-Life)	\$ 39.00	\$ 2,925.00
	***If substituting please list Proposed Manufacturer:			Part No:	

AIT = Advanced Infrastructure Technologies, LLC

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
7	P5-4M	75 ea	4" Corkscrew w/ Flex Spring (Max-Life)	\$ 45.00	\$ 3,375.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
8	P5-5-3M	75 ea	3" Root Cutter w/ Flex Spring (Max-Life)	\$ 62.00	\$ 4,650.00
	***If substituting please list		Proposed Manufacturer: _____	Part No: _____	
9	STC-1-3	32,000 ft	Continuous Rod .393" (Southland)	\$ 1.01	\$ 32,320.00
	***If substituting please list		Proposed Manufacturer: <u>AIT</u>	Part No: <u>2113500-00</u>	
10	STC-1-5	16,000 ft	Continuous Rod .461" (Southland)	\$ 1.21	\$ 19,360.00
	***If substituting please list		Proposed Manufacturer: <u>AIT</u>	Part No: <u>2113700-00</u>	
11	CN-1-8	300 ea	Coupling Nut .393 L/H Fine Thread (Southland)	\$ 2.45	\$ 245.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MLH-9</u>	
12	CN-1-12	100 ea	Coupling Nut .461 L/H Fine Thread (Southland)	\$ 2.45	\$ 245.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MLH-6</u>	
13	AC-2-2	200 ea	Coupling .393 Fine Hook End X 5/16" R/H Coarse Thread (Southland)	\$ 18.00	\$ 3,600.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MD-47</u>	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
14	AC-4-2	200 ea	Coupling .393 Fine Hook End X 3/8" R/H Coarse Thread (Southland)	\$ 18.00	\$ 3,600.00
	***If substituting please list		Proposed Manufacturer: Max Life	Part No: MD-67	
15	AC-4-4	200 ea	Coupling .461 Fine Hook End X 3/8" R/H Coarse Thread (Southland)	\$ 18.00	\$ 3,600.00
	***If substituting please list		Proposed Manufacturer: Max Life	Part No: MF-67	
16	AC-4-6	200 ea	Coupling .461 Fine Hook End X .461 R/H Coarse Thread (Southland)	\$ 18.00	\$ 3,600.00
	***If substituting please list		Proposed Manufacturer: Max Life	Part No: MG-67	
17	AR-1-1	200 ea	5/16" Adapter Rod (Southland)	\$ 6.50	\$ 1,300.00
	***If substituting please list		Proposed Manufacturer: Max Life	Part No: MDA-AD	
18	AR-1-SS	200 ea	5/16" Adapter Rod - Super Short (Southland)	\$ 6.50	\$ 1,300.00
	***If substituting please list		Proposed Manufacturer: Max Life	Part No: MDA-SS	
19	AR-1-2	200 ea	3/8" Adapter Rod (Southland)	\$ 9.00	\$ 1,800.00
	***If substituting please list		Proposed Manufacturer: Max Life	Part No: MDA-A38	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
20	AR-1-2SS ***If substituting please list	200 ea	3/8" Adapter Rod – Super Short (Southland) Proposed Manufacturer: <u>Max Life</u>	\$ 8.50	\$ 1,700.00
21	AR-1-6 ***If substituting please list	200 ea	.461" Adapter Rod (Southland) Proposed Manufacturer: <u>Max Life</u>	\$ 9.00	\$ 1,800.00
22	RT-4C ***If substituting please list	12 ea	4" Concave Root Saw – Blade Only (SRECO) Proposed Manufacturer: <u>Max Life</u>	\$ 85.00	\$ 1,020.00
23	RT-6C ***If substituting please list	12 ea	6" Concave Root Saw – Blade Only (SRECO) Proposed Manufacturer: <u>Max Life</u>	\$ 95.00	\$ 1,140.00
24	RT-8C ***If substituting please list	12 ea	8" Concave Root Saw – Blade Only (SRECO) Proposed Manufacturer: <u>Max Life</u>	\$ 105.00	\$ 1,260.00
25	RT-10C ***If substituting please list	12 ea	10" Concave Root Saw – Blade Only (SRECO) Proposed Manufacturer: <u>Max Life</u>	\$ 120.00	\$ 1,440.00

Part No: MDA8-SS

Part No: MDA-A4

Part No: MRTC-4B

Part No: MRTC-6B

Part No: MRTC-8B

Part No: MRTC-10B

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
26	RT-12C	12 ea	12" Concave Root Saw – Blade Only (SRECO)	\$ 135.00	\$ 1,620.00
	***If substituting please list Proposed Manufacturer: <u>Part No: MRTC-12B</u>				
27	RT-15C	12 ea	15" Concave Root Saw – Blade Only (SRECO)	\$ 155.00	\$ 1,860.00
	***If substituting please list Proposed Manufacturer: <u>Part No: MRTC-15B</u>				
28	SRM-2	12 ea	4" Flat Root Saw – Blade Only (SRECO)	\$ 75.00	\$ 900.00
	***If substituting please list Proposed Manufacturer: <u>Part No: MRTF-4B</u>				
29	SRM-3	12 ea	6" Flat Root Saw – Blade Only (SRECO)	\$ 75.00	\$ 900.00
	***If substituting please list Proposed Manufacturer: <u>Part No: MRTF-6B</u>				
30	SRM-4	12 ea	8" Flat Root Saw – Blade Only (SRECO)	\$ 85.00	\$ 1,020.00
	***If substituting please list Proposed Manufacturer: <u>Part No: MRTF-8B</u>				
31	SRM-5	12 ea	10" Flat Root Saw – Blade Only (SRECO)	\$ 105.00	\$ 1,260.00
	***If substituting please list Proposed Manufacturer: <u>Part No: MRTF-10B</u>				

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
32	SRM-6	12 ea	12" Flat Root Saw – Blade Only (SRECO)	\$ 125.00	\$ 1,500.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MRTF-12B</u>	
33	SRM-7	12 ea	15" Flat Root Saw – Blade Only (SRECO)	\$ 135.00	\$ 1,620.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MRTF-15B</u>	
34	RSC-1	50 ea	Root Saw Coupling for 5/16" Adapter Rod (SRECO)	\$ 13.50	\$ 675.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>RSC-5</u>	
35	RSC-2	50 ea	Root Saw Coupling for 3/8" Adapter Rod (SRECO)	\$ 15.00	\$ 750.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>RSC-3</u>	
36	RSC-6D	50 ea	Root Saw Coupling for .461" Direct Hook End (SRECO)	\$ 20.00	\$ 1,000.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>DHRC-4</u>	
37	SA-2G	6 ea	4" Auger – Blade Only (SRECO)	\$ 61.00	\$ 366.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MA-4B</u>	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
38	SA-4G	6 ea	6" Auger – Blade Only (SRECO)	\$ 105.00	\$ 630.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: SA-4G	
39	SA-5G	6 ea	8" Auger – Blade Only (SRECO)	\$ 135.00	\$ 810.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: SA-5G	
40	SA-6G	6 ea	10" Auger – Blade Only (SRECO)	\$ 175.00	\$ 1,050.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: SA-6G	
41	SA-1-2S	24 ea	Auger Coupling for 5/16" Adapter Rod (SRECO)	\$ 13.00	\$ 312.00
	***If substituting please list Proposed Manufacturer: Max Life			Part No: RAC-5U	
42	SA-1-3S	24 ea	Auger Coupling for 3/8" Adapter Rod (SRECO)	\$ 17.00	\$ 408.00
	***If substituting please list Proposed Manufacturer: Max Life			Part No: RAC-3U	
43	SA-1-7D	24 ea	Auger Coupling for .461" Direct Hook End (SRECO)	\$ 19.00	\$ 456.00
	***If substituting please list Proposed Manufacturer: Max Life			Part No: RAC-4U	
44	SBC-1G	30 ea	3" Square Bar Corkscrew – Blade only (SRECO)	\$ 75.00	\$ 2,250.00
	***If substituting please list Proposed Manufacturer: AIT			Part No: SBC-1G	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
45	SBC-2G	30 ea	4" Square Bar Corkscrew – Blade only (SRECO)	\$ 75.00	\$ 2,250.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBC-2G	
46	SBC-3G	6 ea	5" Square Bar Corkscrew – Blade only (SRECO)	\$ 85.00	\$ 510.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBC-3G	
47	SBC-4G	12 ea	6" Square Bar Corkscrew – Blade only (SRECO)	\$ 95.00	\$ 1,140.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBC-4G	
48	SBC-5G	12 ea	8" Square Bar Corkscrew – Blade only (SRECO)	\$ 115.00	\$ 1,380.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBC-5G	
49	SBC-7G	6 ea	10" Square Bar Corkscrew – Blade only (SRECO)	\$ 175.00	\$ 1,050.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBC-7G	
50	SBC-8G	6 ea	12" Square Bar Corkscrew – Blade only (SRECO)	\$ 195.00	\$ 1,170.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBC-8G	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
51	SBC-3-1	24 ea	SBC Coupling for 3/8" Adapter Rod (SRECO)	\$ 15.00	\$ 360.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>SBC-3</u>	
52	SBC-3-3D	24 ea	SBC Coupling for .393" Direct Hook End (SRECO)	\$ 19.00	\$ 456.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>SSBC-2</u>	
53	SBC-3-5D	24 ea	SBC Coupling for .461" Direct Hook End (SRECO)	\$ 19.00	\$ 456.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>SSBC-4</u>	
54	CH-1-1	75 ea	Blade Chuck with 5/16" Adapter Rod (Southland)	\$ 75.00	\$ 5,625.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MSO-1</u>	
55	CH-1-2	75 ea	Blade Chuck with 3/8" Adapter Rod (Southland)	\$ 85.00	\$ 6,375.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>MSO-18</u>	
56	CH-1-DH6	75 ea	Blade Chuck with .461" Direct Hook Coupling (Southland)	\$ 85.00	\$ 6,375.00
	***If substituting please list		Proposed Manufacturer: <u>Max Life</u>	Part No: <u>VCDH-4</u>	
57	FB-6	600 ea	6" Flat Blade for 3-Blade Chuck (Southland)	\$ 15.40	\$ 9,240.00
	***If substituting please list		Proposed Manufacturer: <u>AIT</u>	Part No: <u>SBA-2FS</u>	

<u>Item No.</u>	<u>Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
58	FB-8	600 ea	8" Flat Blade for 3-Blade Chuck (Southland)	\$ 16.75	\$ 10,050.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBA-3FS	
59	FB-10	300 ea	10" Flat Blade for 3-Blade Chuck (Southland)	\$ 19.00	\$ 5,700.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBA-4FS	
60	FB-12	200 ea	12" Flat Blade for 3-Blade Chuck (Southland)	\$ 20.00	\$ 4,000.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBA-5FS	
61	FB-15	200 ea	15" Flat Blade for 3-Blade Chuck (Southland)	\$ 23.00	\$ 4,600.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBA-6FS	
62	FB-18	200 ea	18" Flat Blade for 3-Blade Chuck (Southland)	\$ 25.00	\$ 5,000.00
	***If substituting please list		Proposed Manufacturer: AIT	Part No: SBA-7FS	
				Sales Tax @ 8.5%	\$ 16,539.64
Total Group V				\$	211,123.64

TOTALS BY GROUP

Group I	\$	<u>125,024.55</u>
Group II	\$	<u>190,821.12</u>
Group III	\$	<u>26,444.05</u>
Group IV	\$	<u>25,323.90</u>
Group V	\$	<u>211,123.64</u>
TOTAL BID:	\$	<u>578,737.26</u>

1020044

1020044

City of
SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	ADVANCED INFRASTRUCTURE TE	FROM	TO
Business Address	3055 KASHIWA ST	Mo. Day Yr.	Mo. Day Yr.
Owner	ADVANCED INFRASTRUCTURE TEC	10/01/2014	09/30/2015
Type of Business	UNDERGROUND UTILITY LOCATING EQUIPMENT, SEWE		
Tax Classification	401	Expires	

CITY OF SACRAMENTO

TOTAL
PAID: \$47.00

ADVANCED INFRASTRUCTURE TECHNOLOGIES, LLC
3055 KASHIWA ST
TORRANCE, CA 90505-4008

DEC 30 2014
IF NOT
PAID

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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

City of
SACRAMENTO

ADDENDUM #1

Invitation for Bid

IFB NO. B15141421034

Project Name: WASTEWATER RODDER EQUIPMENT & PARTS

The following item shall become part of the Bid Documents:

Issued: May 26, 2015

Revisions: Posting of Q&A from Non-Mandatory Pre-Bid Meeting
May 19, 2015

Questions should be directed to:

Department of Utilities
5730 24th Street, Bldg. #22, Sacramento, CA 95822
Attn: Stacy Larkin, Administrative Technician

Non-Mandatory Pre-Bid Meeting
Wastewater Rodder Equipment, B15141421034
May 19, 2015

Attendees:

Ken Swartz, City of Sacramento
Phillip Rowe, City of Sacramento
Stacy Larkin, City of Sacramento
Frank Wheeler, MME
Chris Kenney, Advanced Infrastructure
Steve Nichols, Radio Detection

Q: To meet the LBE requirement, can we use subcontractors?

A: If you are using a subcontractor to meet the LBE requirement, you must list them on the participation verification form included in the bid package and show 5% participation.

Q: In the bid, there are groups marked "no substitutions". If we bid substitutions that are not the brand name, do we need to provide samples to show they are comparable?

A: In groups where no substitutions are indicated, we only want what is listed. We have marked them as no substitutions because we have tried other brands and know what works for us. In the other groups you are able to substitute.

Q: Is the Goldak disc locator truly a "no substitution"?

A: Yes.

Q: Can we set a time to demo our nozzles apart from this bid given where we are in this bid process?

A: Yes. Anyone is welcome to make an appointment to come out demo their product.



May 27, 2015

City of Sacramento
Office of the City Clerk
915 I Street
5th Floor Public Counter
Sacramento, California, 95814

Reference: RFB: B15141421034

Dear Colleagues:

This letter is attached as an addendum to the above referenced bid to explain our submittal, especially with regard to sections I and IV, which specify a particular brand of product, with no substitutions.

AIT accepts and has no conflict with those sections and the specification. Yet we submitted our entry for these sections as we offer competitive product lines, which meet or exceed the performance of the items as specified. So it is our hope that once the bid is behind us, that AIT will have the opportunity to demonstrate our competing product lines, and thus help the City save money in these two groups of products.

Thank you for your consideration in this matter.

Very Truly Yours,


John J. Pujol
President