

**CITY COUNCIL**

- Kevin Johnson, Mayor
- Angelique Ashby, Mayor Pro Tem, District 1
- Allen Warren, Vice Mayor, District 2
- Jeff Harris, District 3
- Steve Hansen, District 4
- Jay Schenirer, District 5
- Eric Guerra, District 6
- Rick Jennings, II, District 7
- Larry Carr, District 8

**CHARTER OFFICERS**

- James Sanchez, City Attorney
- Shirley Concolino, City Clerk
- John F. Shirey, City Manager
- Russ Fehr, City Treasurer



**Agenda**  
**City Council**  
**Financing Authority**  
**Housing Authority**  
**Public Financing Authority**  
**Redevelopment Agency**  
**Successor Agency**  
 City Hall-Council Chamber  
 915 I Street, 1<sup>st</sup> Floor  
 Published by the Office of the City Clerk  
 (916) 808-5163

**Tuesday, September 29, 2015**  
**6:00 p.m.**

**NOTICE TO THE PUBLIC**

You are welcomed and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select 3-5 speakers to represent the opinion of the group. **Speaker slips are available on the City’s Website and located in racks inside the chamber and should be completed and submitted to the Assistant City Clerk.**

*Government Code 54950 (The Brown Act)* requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The City posts meeting agendas on the City website, at City Hall as well as offsite meeting locations. The order and estimated time for agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

The agenda provides a general description and staff recommendation; however, the legislative bodies may take action other than what is recommended. Full staff reports are available for public review on the City’s website and include all attachments and exhibits. “To Be Delivered” and “Supplemental” reports will be published as they are received. All meeting materials are also available at the meeting for public review. Contracts subject to the 10-day review period, as required by the Council Rules of Procedure, can be found on the City’s website at: <http://portal.cityofsacramento.org/Clerk/Contract-Posting>

City Council meetings are broadcast live on Metrocable, Channel 14, AT&T Broadband Cable System and rebroadcast on the Saturday following the date of the meeting. Live video streams and indexed archives of meetings are available via the internet. Visit the City’s official website at [http://sacramento.granicus.com/ViewPublisher.php?view\\_id=21](http://sacramento.granicus.com/ViewPublisher.php?view_id=21).

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Office of the City Clerk at (916) 808-7200 at least 48 hours prior to the meeting.

**Notice to Lobbyists:** When addressing the legislative bodies you must identify yourself as a lobbyist and announce the client/business/organization you are representing (*City Code 2.15.160*).

### General Conduct for the Public Attending Council Meetings

- Members of the public attending City Council meetings shall observe the same rules and decorum applicable to the Members and staff as noted in Chapters 3 and 4 of Council Rules of Procedure.
- Stamping of feet, whistles, yells or shouting, physically threatening conduct, and/or similar demonstrations are unacceptable public behavior and will be prohibited by the Sergeant-at-Arms.
- Lobbyists must identify themselves and the client(s), business or organization they represent before speaking to the Council
- Members of the public wishing to provide documents to the Council shall comply with Rule 7 D of the Council Rules of Procedure.

### Members of the Public Addressing the City Council

Purpose of Public Comment. The City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding non-agendized matters within the subject matter jurisdiction of the City during Regular meetings and regarding items on the Agenda at all other meetings.

- Public comments should not be addressed to individual Members nor to City officials, but rather to the City Council as a whole regarding City business.
- While the public may speak their opinions on City business, personal attacks on Members and City officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
- Consistent with the Brown Act, the public comment periods on the Agenda are not intended to be "Question and Answer" periods or conversations with the Council and City officials. The limited circumstances under which Members may respond to public comments are set out in Rule 8 D 2 of the Council Rules of Procedure.
- Members of the public with questions concerning Consent Calendar items may contact the staff person or the Council Member whose district is identified on the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions.

**Speaker Time Limits.** In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items.** The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

# AGENDA

**Tuesday, September 29, 2015**

**6:00 p.m.**

***City Hall – 915 I Street- First Floor Council Chamber***

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

**Open Session - 6:00 p.m.**

**Roll Call**

**Pledge of Allegiance**

**Closed Session Report**

**Consent Calendar Estimated Time: 5 minutes**

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

**1. Confirmation of Board and Commission Appointments**

Report # 2015-00843

**Location:** District 5

**Recommendation:** Pass a Motion confirming board/commission appointment(s): Sacramento Youth Commission – Davon Thomas (Seat J-District 5) and Lyrik Hickman (Seat I-District 5).

**Contact:** Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

**2. August 2015 Monthly Investment Transactions Report**

Report # 2015-00846

**Location:** Citywide

**Recommendation:** Receive and file.

**Contact:** John Colville, Chief Investment Officer, (916) 808-8297, Office of the City Treasurer

**3. Contract: Duty and Turnout Boots**

Report # 2015-00826

**Location:** Citywide

**Recommendation:** Pass a Motion 1) awarding Allstar Fire Equipment a contract through June 30, 2016, with the possibility of two (2) one-year extension periods, for the purchase of Haix Fire Hunter Xtreme Leather Turnout Boot in an amount not to exceed \$48,900 for the potential three-year term; 2) awarding L.N. Curtis & Sons a contract through June 30, 2016, with the possibility of two (2) one-year extension periods, for the purchase of Pro Warrington 3003 Leather Duty Boot and Pro Warrington 5007 Leather Structure Boot in an amount not to exceed \$211,200 for the potential three-year term; and 3) awarding Botach, Inc. a contract through June 30, 2016, with the possibility of two (2) one-year extension periods, for the purchase of Haix XR1 Leather Turnout Boots in an amount not to exceed \$66,000 for the potential three-year term.

**Contact:** Ron Potter, Assistant Chief, (916) 808-2250, Fire Department**4. Agreement: Graviton Consulting and Oracle Services, Inc.**

(Published for Review 09/17/2015)

Report # 2015-00804

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or City Manager's designee, to execute a professional services agreement with Graviton Consulting Services, Inc. to implement a PeopleSoft software system upgrade to the City's electronic Citywide Accounting and Personnel System (eCAPS), for an amount not-to-exceed \$1,310,400; and continue to September 29, 2015, for approval.

**Contact:** Cassy Vaioleti-Matu, Program Analyst, (916) 808-8047; Brian McKee, IT Manager, (916) 808-7907, Information Technology**5. Park Site CC1 Master Plan Amendment and Creation of Park Development Capital Improvement Project**

Report # 2015-00811

**Location:** District 4

**Recommendation:** Pass a **Resolution:** 1) adopting the Park Site CC1 Master Plan amendment; 2) establishing a new capital improvement project for Park Site CC1 Design and Development (L19011800); 3) and appropriating \$800,000 from Quimby Act (Fund 2508) to Park Site CC1 Design and Development (L19000000).

**Contact:** C. Gary Hyden, Manager, Park Planning and Development, (916)-808-1949, Department of Parks and Recreation

**6. Capital Improvement Project for North 12th Complete Street Project (T15165000)**

Report # 2015-00783

**Location:** Districts 3 and 4

**Recommendation:** Pass a **Resolution:** 1) establishing a new Capital Improvement Project (CIP) for the North 12th Complete Street Project (T15165000); and 2) transferring \$100,000 (Fund 2007) from the Major Street Improvement Project (T15138000) to the North 12th Complete Street Project (T15165000).

**Contact:** Judy Matsui-Drury, Associate Engineer, (916) 808-7610; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

**Discussion Calendar**

Discussion calendar items include an oral presentation including those recommending “receive and file”.

**7. Enhanced Infrastructure Financing Districts Information Session**

Report # 2015-00830      **Estimated Time: 30 minutes**

**Location:** Citywide

**Recommendation:** Receive and file.

**Contact:** Denise Malvetti, Senior Development Project Manager, (916) 808-7064, Economic Development Department

**Public Comments-Matters Not on the Agenda** (2 minutes per speaker)

**Council Comments-Ideas, Questions and Meeting/Conference Reports**

**Adjournment**

**Meeting Date:** 9/29/2015

**Report Type:** Consent

**Report ID:** 2015-00843

**Title: Confirmation of Board and Commission Appointments**

**Location:** District 5

**Recommendation:** Pass a Motion confirming board/commission appointment(s): Sacramento Youth Commission – Davon Thomas (Seat J-District 5) and Lyrik Hickman (Seat I-District 5).

**Contact:** Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

**Presenter:** None

**Department:** City Clerk

**Division:** City Clerk

**Dept ID:** 04001011

**Attachments:**

1-Description/Analysis

2-Background

---

**City Attorney Review**

Approved as to Form

Matthew Ruyak

9/17/2015 2:02:27 PM

**Approvals/Acknowledgements**

Department Director or Designee: Wendy Klock-Johnson - 9/17/2015 12:05:42 PM

## **Description/Analysis**

**Issue Detail:** As required by City Charter section 230, board and commission appointments made by the Mayor must be confirmed by the City Council.

**Policy Considerations:** None.

**Economic Impacts:** None.

**Environmental Considerations:** None.

**Sustainability:** None.

**Commission/Committee Action:** The Personnel and Public Employees Committee has held interviews for vacancies identified on one or more Boards and Commissions. After consideration, candidates were nominated and forwarded to the Mayor for Appointment, which now requires council confirmation. A full list of candidates are outlined in the background section of this report.

**Rationale for Recommendation:** Confirmation of appointment(s) by the City Council finalizes the process.

**Financial Considerations:** None.

**Local Business Enterprise (LBE):** None.

**Background:**

On September 15, 2015, the Mayor made the following appointments, which require confirmation by the City Council:

<b>Board/Commission</b>	<b>Appointee Name</b>	<b>Seat Number</b>	<b>Seat Description</b>	<b>Nominated By:</b>
Sacramento Youth Commission	*Davon Thomas	J	A member between 14 and 19 years of age recommended for appointment by the District 5 Councilmember.	District
Sacramento Youth Commission	*Lyrik Hickman	I	A member between 14 and 19 years of age recommended for appointment by the District 5 Councilmember.	District

\*Incumbent

The following is the status of all individuals who applied but were not selected in the application review and/or interview process:

<b>Board/Commission</b>	<b>Applicant Name</b>	<b>Seat Number</b>	<b>Seat Description</b>
Sacramento Youth Commission	Juan Cosaino	I or J	A member between 14 and 19 years of age recommended for appointment by the District 5 Councilmember.

**Meeting Date:** 9/29/2015

**Report Type:** Consent

**Report ID:** 2015-00846

**Title:** August 2015 Monthly Investment Transactions Report

**Location:** Citywide

**Recommendation:** Receive and file.

**Contact:** John Colville, Chief Investment Officer, (916) 808-8297, Office of the City Treasurer

**Presenter:** None

**Department:** City Treasurer

**Division:** City Treasurer

**Dept ID:**

**Attachments:**

1-Description/Analysis

2-Background

3-Exhibits A to F

---

**City Attorney Review**

Approved as to Form

Steve Itagaki

9/23/2015 10:32:57 AM

**Approvals/Acknowledgements**

Department Director or Designee: Russell Fehr - 9/14/2015 1:21:20 PM

## **Description/Analysis**

**Issue Detail:** The City Treasurer provides monthly reports to the City Council on current investment activity.

**Policy Considerations:** The City Treasurer routinely reports on monthly investment transactions to keep the City Council advised of current investment activity.

**Economic Impacts:** None

**Environmental Considerations:** None

**Sustainability:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** The City Treasurer is responsible for investing and reporting in accordance with the authority granted by City Charter Section 73, City Council ordinances and resolutions, and applicable state law.

**Financial Considerations:** The monthly investment report sets forth the monthly transactions of the City Treasurer's Office Investment Pool A funds. Portfolio value on July 31, 2015 was \$931,208,843 and on August 31, 2015 the value was \$908,207,660. The interest yield for the month was 1.06%. There were 14 total transactions for the period (9 purchases, and 5 maturities). The estimated duration of the portfolio is 2.04 years.

Consistent with the Investment Policy adopted by City Council on August 25, 2015, the monthly report herein includes the content described in Government Code sections 53607 and 53646 (b).

**Local Business Enterprise (LBE):** Because this transaction does not involve the purchase of goods or services for the City, LBE efforts are not applicable.

**Background Information:**

California Statutes Chapter 783, Statutes of 1995 and Chapter 749, Statutes of 1996 were enacted to help avoid a repeat of the December 1994 Orange County investment fiasco which resulted in investment losses exceeding \$1.7 billion for Orange County and other local government entities. These statutes made revisions to certain State laws that addressed the investing of public funds, including, among other things, the requirement of reporting investment activity on a periodic basis. Specifically, Government Code section 53607 requires monthly reports to the City Council.

Commencing March, 1997, the City Treasurer, as the person vested with authority to invest City funds, has rendered monthly transaction reports to the City Council and this staff report accompanies the latest of such reports. This practice is consistent with prior City Council principles regarding investment authority, which emphasize full disclosure and prompt reporting of investment policy, strategies, programs and actual investments as reflected in Resolution 95-108.

For informational purposes, the City Treasurer also reports on transactions of other funds invested by the Treasurer's Office in addition to the City's funds. The summary and transactions detail for the month ended August 31, 2015 are listed in Exhibits A, B, C, D, E and F.

**City of Sacramento  
Summary of Transactions  
August-15**

**Local Agency Funds:**

	<u>Pool A</u>	<u>Ethel Hart Trust</u>	<u>Public Trust</u>	<u>George Clark</u>	<u>Total</u>
<b>Purchases</b>	\$ 35,948,097	\$ -	\$ -	\$ -	\$ 35,948,097
<b>Sales</b>	-	-	-	-	-
<b>Calls</b>	-	-	-	-	-
<b>Maturities</b>	42,314,726	-	-	-	42,314,726
<b>Contributions</b>	61,520,398	-	-	-	61,520,398
<b>Withdrawals</b>	84,742,840	-	10,239	1,989	84,755,068
<b>Total</b>	<b>\$ 224,526,061</b>	<b>\$ -</b>	<b>\$ 10,239</b>	<b>\$ 1,989</b>	<b>\$ 224,538,289</b>

**Outside Agency Funds:**

**Sacramento City Employees' Retirement System (SCERS) Funds:**

	<u>Fixed Bonds</u>	<u>Equity Income</u>	<u>Large Cap</u>	<u>International</u>	<u>Total</u>
<b>Purchases</b>	\$ -	\$ 12,840	\$ 3,771,160	\$ 997,606	\$ 4,781,606
<b>Sales</b>	261,250	-	8,814,246	3,650,018	12,725,514
<b>Calls</b>	-	-	-	-	-
<b>Maturities</b>	55,194	-	-	-	55,194
<b>Expenses</b>	374	-	-	-	374
<b>Contributions</b>	-	-	-	-	-
<b>Withdrawals</b>	514,233	164,157	111,881	-	790,271
<b>Total</b>	<b>\$ 831,051</b>	<b>\$ 176,997</b>	<b>\$ 12,697,287</b>	<b>\$ 4,647,624</b>	<b>\$ 18,352,959</b>

**City of Sacramento  
Summary of Transactions  
August-15**

**SHRA Investment Pool Fund:**

	<u>Pool D</u>	<u>Total</u>
Purchases	\$ 1,575,000	\$ 1,575,000
Sales	-	-
Calls	-	-
Maturities	-	-
Contributions	163,304	163,304
Withdrawals	5,000,000	5,000,000
<b>Total</b>	<b><u>\$ 6,738,304</u></b>	<b><u>\$ 6,738,304</u></b>

**Capitol Area Development Authority (CADA) Funds:**

	<u>CADA</u>	<u>CADA-A</u>	<u>CADA-B</u>	<u>Total</u>
Contributions	\$ -	\$ -	\$ -	\$ -
Withdrawals	-	-	-	-
<b>Total</b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>

**All Other Funds:**

	<u>ARFCD</u>	<u>RD</u>	<u>SPLA</u>	<u>TNBC</u>	<u>Total</u>
Contributions	\$ -	\$ -	\$ 125,699	\$ -	\$ 125,699
Withdrawals	-	-	1,900,000	-	1,900,000
<b>Total</b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 2,025,699</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 2,025,699</u></b>

**GRAND TOTAL** **\$ 251,655,251**

City of Sacramento  
**TRANSACTION SUMMARY**  
*City Investment Pool A*  
 From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>PURCHASES</b>							
08-11-15	5,000,000	Capital One Bank USA 2.400% Due 08-19-20	100.00	5,000,000			
08-13-15	10,000,000	MUFG Union Bank 0.300% Due 03-01-16	99.83	9,983,250			
08-13-15	2,000,000	Los Angeles Cnty Calif Pub Wks 0.845% Due 12-01-16	100.00	2,000,000			
08-13-15	1,000,000	Los Angeles Cnty Calif Pub Wks 2.560% Due 12-01-19	100.00	1,000,000			
08-21-15	5,000,000	Toyota Motor Credit Corp 0.500% Due 03-28-16	99.69	4,984,722			
08-24-15	5,000,000	Coca Cola Company 0.450% Due 03-16-16	99.74	4,987,250			
08-25-15	3,000,000	Toyota Motor Credit Corp 0.450% Due 03-02-16	99.76	2,992,875			
08-27-15	3,000,000	Freddie Mac 2.000% Due 09-30-20	100.00	3,000,000			
08-28-15	2,000,000	Federal Home Loan Bank 0.500% Due 08-26-20	100.00	2,000,000			
<b>TOTAL</b>				<b>35,948,097</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*City Investment Pool A*  
 From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>MATURITIES</b>							
08-01-15	350,000	Pomona Calif Uni Sch Dist 1.791% Due 08-01-15	100.67	352,352	100.00	350,000	-2,352
08-03-15	3,000,000	Orange Cnty Calif Pension Obli 0.425% Due 08-03-15	100.00	3,000,000	100.00	3,000,000	0
08-04-15	9,000,000	Toyota Motor Credit Corp 0.300% Due 08-04-15	99.81	8,982,900	99.81	8,982,900	0
08-18-15	14,000,000	Toyota Motor Credit Corp 0.260% Due 08-18-15	99.85	13,979,474	99.85	13,979,474	0
08-28-15	16,000,000	Beal Bank USA 0.300% Due 08-28-15	100.00	16,000,000	100.00	16,000,000	0
<b>TOTAL</b>				<b>42,314,726</b>		<b>42,312,374</b>	<b>-2,352</b>

City of Sacramento  
**TRANSACTION SUMMARY**  
*City Investment Pool A*  
 From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>CONTRIBUTIONS</b>							
08-03-15		B Of A Cash		25,809			
08-03-15		B Of A Cash		899,489			
08-03-15		Fidelity Fund		506,372			
08-03-15		Fidelity Fund		954			
08-03-15		Fidelity Fund		5,049			
08-03-15		Fidelity Fund		2,026			
08-03-15		Fidelity Fund		65,600			
08-03-15		Fidelity Fund		36,140			
08-03-15		Fidelity Fund		45			
08-03-15		Fidelity Fund		90			
08-03-15		Fidelity Fund		2,340			
08-03-15		Fidelity Fund		1,620			
08-04-15		B Of A Cash		5,627,189			
08-05-15		B Of A Cash		4,924,041			
08-06-15		B Of A Cash		2,103,323			
08-06-15		Fidelity Fund		8,040			
08-07-15		B Of A Cash		1,349,710			
08-07-15		Fidelity Fund		308			
08-07-15		Fidelity Fund		1,653,072			
08-10-15		B Of A Cash		1,740,584			
08-10-15		Fidelity Fund		20,316			
08-10-15		Fidelity Fund		101,334			
08-11-15		B Of A Cash		1,950,731			
08-11-15		Fidelity Fund		448,327			
08-12-15		B Of A Cash		2,602			
08-13-15		B Of A Cash		62,796			
08-13-15		Fidelity Fund		218			
08-13-15		Fidelity Fund		164			
08-14-15		B Of A Cash		7,793			
08-14-15		B Of A Cash		4,031			
08-14-15		Fidelity Fund		57,047			
08-14-15		Fidelity Fund		2,964			
08-14-15		Fidelity Fund		654			
08-14-15		Fidelity Fund		545			
08-17-15		B Of A Cash		1,464,610			
08-17-15		Fidelity Fund		464			
08-17-15		Fidelity Fund		288,132			
08-17-15		Fidelity Fund		2,930,602			
08-18-15		B Of A Cash		59			
08-18-15		B Of A Cash		54			
08-18-15		B Of A Cash		20			
08-18-15		B Of A Cash		18			
08-18-15		B Of A Cash		1,390,613			
08-18-15		Fidelity Fund		37,800			
08-18-15		Fidelity Fund		409,899			
08-19-15		B Of A Cash		8,148,660			
08-19-15		Fidelity Fund		747			
08-19-15		Fidelity Fund		20,930			
08-20-15		B Of A Cash		2,207			
08-20-15		Fidelity Fund		539			
08-20-15		Fidelity Fund		269			

City of Sacramento  
**TRANSACTION SUMMARY**  
*City Investment Pool A*  
 From 08-01-15 To 08-31-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
08-20-15		Fidelity Fund		308			
08-20-15		Fidelity Fund		9,900			
08-20-15		Fidelity Fund		16,663			
08-21-15		B Of A Cash		1,940,177			
08-24-15		B Of A Cash		3,664,715			
08-24-15		Fidelity Fund		11,437			
08-24-15		Fidelity Fund		2,671,853			
08-25-15		B Of A Cash		4,164,947			
08-25-15		Fidelity Fund		5,763			
08-25-15		Fidelity Fund		337,289			
08-26-15		B Of A Cash		4,759,738			
08-27-15		B Of A Cash		986,104			
08-27-15		Fidelity Fund		314,494			
08-27-15		Fidelity Fund		50,029			
08-28-15		B Of A Cash		4,013,340			
08-28-15		Fidelity Fund		2,937			
08-31-15		B Of A Cash		770,920			
08-31-15		Fidelity Fund		331			
08-31-15		Fidelity Fund		1,492,509			
<b>TOTAL</b>				<b>61,520,398</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*City Investment Pool A*  
 From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-03-15		B Of A Cash		1,710,139			
08-04-15		B Of A Cash		8,932,142			
08-04-15		Fidelity Fund		450			
08-05-15		B Of A Cash		1,196,898			
08-05-15		Fidelity Fund		1,540			
08-06-15		B Of A Cash		2,594,981			
08-07-15		B Of A Cash		2,069,335			
08-07-15		Fidelity Fund		9,341			
08-10-15		B Of A Cash		4,573,777			
08-11-15		B Of A Cash		2,964,720			
08-12-15		B Of A Cash		2,087,515			
08-12-15		Fidelity Fund		97,025			
08-13-15		B Of A Cash		1,095,305			
08-13-15		Fidelity Fund		415,983			
08-14-15		B Of A Cash		500,000			
08-14-15		B Of A Cash		2,625,878			
08-14-15		Fidelity Fund		392,289			
08-17-15		B Of A Cash		2,855,533			
08-18-15		B Of A Cash		59			
08-18-15		B Of A Cash		9,064,247			
08-19-15		B Of A Cash		790,783			
08-19-15		Fidelity Fund		2,293			
08-20-15		B Of A Cash		5,088,229			
08-20-15		Fidelity Fund		220			
08-21-15		B Of A Cash		1,436,317			
08-21-15		Fidelity Fund		29,362			
08-24-15		B Of A Cash		2,649,323			
08-25-15		B Of A Cash		1,929,615			
08-25-15		Fidelity Fund		2,867			
08-26-15		B Of A Cash		549,604			
08-26-15		Fidelity Fund		800,391			
08-27-15		B Of A Cash		1,190,457			
08-28-15		B Of A Cash		13,003,016			
08-28-15		B Of A Cash		1,400,000			
08-28-15		B Of A Cash		6,237,260			
08-31-15		B Of A Cash		6,445,946			
<b>TOTAL</b>				<b>84,742,840</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Ethel Hart Mutual Endowment Fund*  
From 08-01-15 To 08-31-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
-------------------	-----------------	-----------------	------------------	-------------------	-------------------	-----------------------	------------------

No transactions were found!

City of Sacramento  
**TRANSACTION SUMMARY**  
*Ann Land/Bertha Henschel Endowment Fund*  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-31-15		Pool A Cash		10,239			
<b>TOTAL</b>				<b>10,239</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*George H. Clark Memorial Scholarship Fund*  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-31-15		Pool A Cash		1,989			
<b>TOTAL</b>				<b>1,989</b>			

City of Sacramento  
TRANSACTION SUMMARY  
*Fixed Bonds*  
*SCERS*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
<b>SALES</b>							
08-01-15	275,000	Riverside Calif Pub Fing Auth Tax Alloc 5.240% Due 08-01-17	95.00	261,250	100.00	275,000	13,750
<b>TOTAL</b>				<b>261,250</b>		<b>275,000</b>	<b>13,750</b>

City of Sacramento  
**TRANSACTION SUMMARY**  
*Fixed Bonds*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>MATURITIES</b>							
08-03-15	14,663	Walgreens Drugs/Adahi, Inc 6.500% Due 05-01-24	100.00	14,663	100.00	14,663	0
08-17-15	103	Gnma Pool #439515 7.000% Due 03-15-27	98.06	101	100.00	103	2
08-17-15	57	Gnma Pool #450066 7.500% Due 12-15-26	99.34	57	100.00	57	0
08-17-15	26,573	Gnma Pool #550718 5.000% Due 11-15-35	97.31	25,858	100.00	26,573	714
08-17-15	120	Gnma Pool #157445 9.000% Due 06-15-16	101.32	122	100.00	120	-2
08-17-15	44	Gnma Pool #167166 9.500% Due 08-15-16	103.07	45	100.00	44	-1
08-17-15	176	Gnma Pool #208975 9.500% Due 03-15-17	100.55	177	100.00	176	-1
08-17-15	268	Gnma Pool #211421 9.500% Due 04-15-17	100.55	270	100.00	268	-1
08-17-15	7,882	Gnma Pool #320296 8.000% Due 03-15-22	98.19	7,739	100.00	7,882	143
08-17-15	309	Gnma Pool #329837 7.500% Due 11-15-22	98.47	305	100.00	309	5
08-17-15	1,025	Gnma Pool #648348 5.500% Due 10-15-35	99.66	1,022	100.00	1,025	4
08-25-15	4,851	Gnma Pool #256393 6.000% Due 09-01-36	99.67	4,835	100.00	4,851	16
<b>TOTAL</b>				<b>55,194</b>		<b>56,072</b>	<b>878</b>

City of Sacramento  
TRANSACTION SUMMARY  
*Fixed Bonds*  
*SCERS*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
<b>EXPENSES</b>							
08-03-15		Portfolio Investment Fees Payable		174			
08-14-15		Portfolio Investment Fees Payable		200			
<b>TOTAL</b>				<b>374</b>			

City of Sacramento  
TRANSACTION SUMMARY  
*Fixed Bonds*  
*SCERS*  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-31-15		Pool A Cash		514,233			
<b>TOTAL</b>				<b>514,233</b>			

City of Sacramento  
TRANSACTION SUMMARY  
*Equity Income*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>PURCHASES</b>							
08-27-15	-180	BP PLC Cll Opt 35.0000 09182015	0.30	-5,490			
08-28-15	-100	Chevron Cp New Cll Opt 85.0000 09182015	0.73	-7,350			
<b>TOTAL</b>				<b>-12,840</b>			

City of Sacramento  
TRANSACTION SUMMARY  
*Equity Income*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
<b>WITHDRAWALS</b>							
08-31-15		Pool A Cash		164,157			
<b>TOTAL</b>				<b>164,157</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Large Cap Growth*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>PURCHASES</b>							
08-03-15	100	Facebook Inc Cll Opt10.0000 08212015	0.04	450			
08-04-15	280	Halliburton Co Cll Opt 45.0000 08212015	0.05	1,540			
08-06-15	50	Ishares Rs2000 Cll Opt126.5000 08212015	0.04	225			
08-06-15	62	Skyworks Soltn Cll Opt120.0000 08212015	0.05	341			
08-06-15	150	Wal-Mart Store Cll Opt 75.0000 08212015	0.58	8,775			
08-06-15	5,000	Keurig Green Mountain Inc	54.27	271,325			
08-06-15	2,000	Illumina Inc	209.48	418,963			
08-07-15	50	Ishares Rs2000 Cll Opt125.0000 08212015	0.08	400			
08-07-15	-100	Ishare Rus2000 Cll Opt124.0000 09182015	0.85	-8,525			
08-07-15	100	Spdr S&p500 Tr Cll Opt213.5000 08212015	0.13	1,350			
08-07-15	100	Spdr S&p500 Qt Cll Opt214.0000 08212015	0.09	950			
08-07-15	-200	Spdr S&p500 Tr Cll Opt214.0000 09182015	0.73	-14,700			
08-07-15	38	Skyworks Soltn Cll Opt120.0000 08212015	0.05	209			
08-07-15	2,000	Keurig Green Mountain Inc	53.45	106,903			
08-10-15	-110	American Aircls Cll Opt 46.0000 09182015	0.63	-6,985			
08-10-15	-100	Abbvie Inc. Cll Opt 72.5000 09182015	0.58	-5,850			
08-10-15	-90	Delta Air Lns Cll Opt 50.0000 09182015	0.59	-5,355			
08-10-15	-100	Facebook Inc Cll Opt105.0000 09182015	0.53	-5,350			
08-10-15	-30	Google Inc Cll Opt715.0000 09182015	1.23	-3,705			
08-10-15	-140	Halliburton Co Cll Opt 44.0000 09182015	0.57	-8,050			
08-10-15	-190	Mondelez Intl Cll Opt 49.0000 09182015	0.43	-8,265			
08-10-15	-65	Tesoro Corp Cll Opt120.0000 09182015	0.63	-4,127			
08-10-15	8,000	Keurig Green Mountain Inc	54.64	437,100			
08-11-15	90	Cummins Inc Cll Opt135.0000 08212015	0.15	1,350			
08-11-15	-90	Cummins Inc Cll Opt135.0000 09182015	0.74	-6,683			
08-11-15	-90	Valero Energy Cll Opt 77.5000 09182015	0.50	-4,545			
08-11-15	8,000	Keurig Green Mountain Inc	52.98	423,864			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Large Cap Growth*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
08-12-15	46	Ishare Nas Bio Cll Opt400.0000 08212015	0.05	253			
08-12-15	27	Spdr S&p500 Tr Cll Opt212.5000 08212015	0.07	202			
08-12-15	-50	Skyworks Soltn Cll Opt 91.0000 08212015	1.98	-9,925			
08-12-15	4,000	Kinder Morgan Inc Del Com	33.49	133,969			
08-12-15	11,000	Select Sector Spdr Tr Sbi Int-Utills	45.20	497,247			
08-13-15	175	Nxp Semicndctr Cll Opt105.0000 08212015	0.10	1,837			
08-13-15	-175	Nxp Semicndctr Cll Opt105.0000 09182015	1.03	-18,112			
08-13-15	11,000	Kinder Morgan Inc Del Com	33.18	365,000			
08-14-15	100	Facebook Inc Cll Opt100.0000 08212015	0.11	1,150			
08-14-15	-100	Facebook Inc Cll Opt100.0000 09182015	1.27	-12,750			
08-14-15	130	Schlumberger Cll Opt 88.0000 08212015	0.10	1,365			
08-14-15	-130	Schlumberger Cll Opt 90.0000 09182015	0.41	-5,395			
08-14-15	73	Spdr S&p500 Tr Cll Opt212.5000 08212015	0.11	803			
08-14-15	-100	Spdr S&p500 Tr Cll Opt214.0000 09182015	0.75	-7,487			
08-14-15	120	Unitedhealth Cll Opt126.0000 08212015	0.12	1,500			
08-14-15	-120	Unitedhealth Cll Opt125.0000 09182015	1.26	-15,180			
08-17-15	-100	Ishare Rus2000 Cll Opt125.0000 09182015	0.66	-6,650			
08-17-15	80	Splunk Inc Cll Opt 75.0000 08212015	0.11	868			
08-17-15	-80	Splunk Inc Cll Opt 80.0000 09182015	1.15	-9,240			
08-17-15	105	Tjx Companies Cll Opt 72.5000 08212015	1.07	11,262			
08-17-15	-105	Tjx Companies Cll Opt 75.0000 09182015	0.63	-6,642			
08-18-15	110	American Airls Cll Opt 45.0000 08212015	0.10	1,128			
08-18-15	-110	American Airls Cll Opt 47.0000 09182015	0.54	-5,968			
08-18-15	140	Eastman Chem Cll Opt 80.0000 08212015	0.08	1,165			
08-18-15	-140	Eastman Chem Cll Opt 80.0000 09182015	0.76	-10,695			
08-19-15	40	Splunk Inc Cll Opt 74.0000 08212015	0.05	220			
08-19-15	5,500	Proshares Tr Pshs Ultsh 20yrs	43.75	240,635			
08-20-15	190	Mondelez Intl Cll Opt 45.0000 08212015	0.08	1,615			
08-20-15	5	Splunk Inc Cll Opt 74.0000 08212015	0.05	27			
08-20-15	50	Skyworks Soltn Cll Opt 91.0000 08212015	0.07	375			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Large Cap Growth*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
08-20-15	-50	Skyworks Soltn Cll Opt 95.0000 09182015	1.30	-6,525			
08-20-15	100	Tjx Companies Cll Opt 72.5000 08212015	2.65	26,550			
08-20-15	65	Tesoro Corp Cll Opt106.0000 08212015	0.15	974			
08-20-15	-65	Tesoro Corp Cll Opt110.0000 09182015	1.50	-9,749			
08-20-15	90	Valero Energy Cll Opt 68.0000 08212015	0.70	6,345			
08-20-15	-90	Valero Energy Cll Opt 72.5000 09182015	0.88	-7,965			
08-21-15	33	Ishare Rus2000 Cll Opt125.0000 09182015	0.07	247			
08-21-15	30	Schlumberger Cll Opt 90.0000 09182015	0.08	255			
08-21-15	125	Spdr S&p500 Tr Cll Opt214.0000 09182015	0.11	1,412			
08-21-15	5,000	American Airs Grp Inc Com	40.25	201,228			
08-21-15	4,500	Delta Air Lines Del Com New	44.12	198,535			
08-21-15	13,000	Southwest Airlines	38.13	495,725			
08-24-15	140	Halliburton Co Cll Opt 44.0000 09182015	0.05	770			
08-24-15	100	Ishare Rus2000 Cll Opt124.0000 09182015	0.05	550			
08-24-15	67	Ishare Rus2000 Cll Opt125.0000 09182015	0.03	234			
08-24-15	175	Spdr S&p500 Tr Cll Opt214.0000 09182015	0.07	1,312			
08-25-15	100	Abbvie Inc. Cll Opt 72.5000 09182015	0.05	550			
08-25-15	-40	Avago Tech Ltd Cll Opt135.0000 09182015	0.88	-3,540			
08-25-15	-160	Disney Walt Co Cll Opt105.0000 09182015	1.45	-23,280			
08-25-15	-150	Home Depot Inc Cll Opt120.0000 09182015	0.90	-13,575			
08-25-15	-200	Intel Corp Cll Opt 29.0000 09182015	0.14	-2,900			
08-25-15	-200	Ishare Rus2000 Cll Opt118.0000 09182015	0.55	-11,100			
08-25-15	-175	Nxp Semicndctr Cll Opt 95.0000 09182015	0.83	-14,612			
08-25-15	175	Nxp Semicndctr Cll Opt105.0000 09182015	0.20	3,587			
08-25-15	100	Schlumberger Cll Opt 90.0000 09182015	0.05	550			
08-25-15	-150	Semiconductor Cll Opt 51.0000 09182015	0.28	-4,275			
08-25-15	-300	Spdr S&p500 Tr Cll Opt205.0000 09182015	0.47	-14,250			
08-25-15	-65	Tesoro Corp Cll Opt100.0000 09182015	1.28	-8,352			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Large Cap Growth*  
**SCERS**  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
08-25-15	65	Tesoro Corp Cll Opt120.0000 09182015	0.25	1,657			
08-25-15	-90	Valero Energy Cll Opt 65.0000 09182015	0.67	-6,075			
08-25-15	90	Valero Energy Cll Opt 77.5000 09182015	0.15	1,395			
08-25-15	-130	Sector-Consumr Cll Opt 76.0000 09182015	0.53	-6,955			
08-26-15	-200	Citigroup Inc Cll Opt 55.0000 09182015	0.65	-13,000			
08-26-15	-100	Facebook Inc Cll Opt 95.0000 09182015	0.72	-7,250			
08-26-15	100	Facebook Inc Cll Opt105.0000 09182015	0.08	850			
08-26-15	-200	Jpmorgan Chase Cll Opt 66.5000 09182015	0.46	-9,300			
08-26-15	-50	Skyworks Soltn Cll Opt 96.0000 09182015	1.33	-6,675			
08-27-15	17	Cummins Inc Cll Opt135.0000 09182015	0.20	348			
08-27-15	29	Eastman Chem Cll Opt 80.0000 09182015	0.20	594			
08-28-15	110	American Airls Cll Opt 47.0000 09182015	0.06	715			
08-31-15	90	Delta Air Lns Cll Opt 50.0000 09182015	0.06	585			
08-31-15	117	Mondelez Intl Cll Opt 49.0000 09182015	0.06	760			
08-31-15	90	Valero Energy Cll Opt 72.5000 09182015	0.06	585			
08-31-15	9,000	Ishares Us Home Cons Etf	27.78	250,030			
<b>TOTAL</b>				<b>3,771,160</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Large Cap Growth*  
**SCERS**  
 From 08-01-15 To 08-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/Loss
<b>SALES</b>							
08-06-15	15,000	Wal Mart Stores Inc	75.63	1,134,406	72.73	1,090,930	-43,477
08-12-15	5,000	Blackrock Inc Com	368.00	1,840,018	326.51	1,632,538	-207,480
08-12-15	36,000	Blackstone Group L P Com Unit Ltd	38.70	1,393,129	37.91	1,364,756	-28,373
08-12-15	7,000	Ishares US Basic Materials ETF	69.62	487,328	73.97	517,784	30,456
08-13-15	11,000	Select Sector Spdr Tr Sbi Int-Energy	79.10	870,134	69.57	765,301	-104,833
08-19-15	2,400	Apple Inc.	41.51	99,633	115.59	277,410	177,776
08-19-15	1,400	Amazon.com Inc.	280.59	392,828	534.75	748,650	355,822
08-19-15	2,000	Home Depot Inc	76.34	152,678	123.28	246,550	93,872
08-19-15	5,500	Nxp Semiconductors N V Com	66.42	365,334	87.94	483,647	118,313
08-19-15	13,000	Skyworks Solutions Inc Com	25.85	336,109	87.56	1,138,232	802,123
08-21-15	0	American Aircls Cll Opt 45.0000 08212015	0.00	1,128	0.00	4,235	3,107
08-21-15	0	Cummins Inc Cll Opt135.0000 08212015	0.00	1,350	0.00	3,465	2,115
08-21-15	-90	Delta Air Lns Cll Opt 47.5000 08212015	0.00	0	0.00	3,989	3,989
08-21-15	0	Eastman Chem Cll Opt 80.0000 08212015	0.00	1,165	0.00	10,990	9,825
08-21-15	0	Facebook Inc Cll Opt100.0000 08212015	0.00	1,150	0.00	7,850	6,700
08-21-15	0	Facebook Inc Cll Opt110.0000 08212015	0.00	450	0.00	7,550	7,100
08-21-15	0	Halliburton Co Cll Opt 45.0000 08212015	0.00	1,540	0.00	13,300	11,760
08-21-15	0	Ishare Nas Bio Cll Opt400.0000 08212015	0.00	253	0.00	6,371	6,118
08-21-15	0	Ishares Rs2000 Cll Opt125.0000 08212015	0.00	400	0.00	2,225	1,825
08-21-15	0	Ishares Rs2000 Cll Opt126.5000 08212015	0.00	225	0.00	3,625	3,400
08-21-15	0	Mondelez Intl Cll Opt 45.0000 08212015	0.00	1,615	0.00	6,555	4,940
08-21-15	0	Nxp Semicndctr Cll Opt105.0000 08212015	0.00	1,837	0.00	11,550	9,712
08-21-15	0	Schlumberger Cll Opt 88.0000 08212015	0.00	1,365	0.00	5,655	4,290
08-21-15	-35	Splunk Inc Cll Opt 74.0000 08212015	-0.07	247	-1.68	5,880	5,632
08-21-15	0	Splunk Inc Cll Opt 75.0000 08212015	0.00	868	0.00	7,080	6,212
08-21-15	0	Spdr S&p500 Tr Cll Opt212.5000 08212015	0.00	1,006	0.00	6,650	5,644
08-21-15	0	Spdr S&p500 Tr Cll Opt213.5000 08212015	0.00	1,350	0.00	10,350	9,000
08-21-15	0	Spdr S&p500 Qt Cll Opt214.0000 08212015	0.00	950	0.00	5,850	4,900
08-21-15	0	Skyworks Soltn Cll Opt 91.0000 08212015	0.00	375	0.00	9,925	9,550
08-21-15	0	Skyworks Soltn Cll Opt120.0000 08212015	0.00	550	0.00	8,350	7,800

City of Sacramento  
**TRANSACTION SUMMARY**  
*Large Cap Growth*  
**SCERS**  
 From 08-01-15 To 08-31-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
08-21-15	0	Tjx Companies Cll Opt 72.5000 08212015	0.00	37,812	0.00	4,305	-33,508
08-21-15	0	Tesoro Corp Cll Opt106.0000 08212015	0.00	974	0.00	6,987	6,013
08-21-15	0	Unitedhealth Cll Opt126.0000 08212015	0.00	1,500	0.00	8,580	7,080
08-21-15	0	Valero Energy Cll Opt 68.0000 08212015	0.00	6,345	0.00	7,065	720
08-21-15	0	Wal-Mart Store Cll Opt 75.0000 08212015	0.00	8,775	0.00	5,700	-3,075
08-26-15	1,700	Cummins Inc Com	117.17	199,186	116.41	197,891	-1,295
08-26-15	2,900	Eastman Chem Co Com	47.69	138,313	69.52	201,601	63,288
08-26-15	3,600	Ingersoll-Rand Plc Shs	50.45	181,622	54.61	196,579	14,956
08-26-15	5,000	3m Company	87.68	438,408	139.78	698,887	260,479
08-26-15	2,200	United Technologies	72.93	160,442	90.12	198,266	37,824
08-27-15	8,000	Splunk Inc Com	68.93	551,444	63.29	506,303	-45,141
<b>TOTAL</b>				<b>8,814,246</b>		<b>10,439,405</b>	<b>1,625,158</b>

City of Sacramento  
TRANSACTION SUMMARY  
*Large Cap Growth*  
*SCERS*  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-31-15		Pool A Cash		111,881			
<b>TOTAL</b>				<b>111,881</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*International*  
**SCERS**  
 From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>PURCHASES</b>							
08-05-15	6,000	Wisdomtree Trust Japn Hedge Eq	57.73	346,363			
08-05-15	25,000	Ishares Inc Msci Japan	12.99	324,677			
08-05-15	5,000	Wisdomtree Tr Europe Hedged Eq	65.31	326,565			
<b>TOTAL</b>				<b>997,606</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*International*  
**SCERS**  
 From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>SALES</b>							
08-04-15	45,000	Ishares MSCI Emerging Markets ETF	38.42	1,728,956	36.73	1,653,072	-75,884
08-05-15	30,000	Ishares MSCI Emerging Markets ETF	38.42	1,152,637	36.63	1,098,940	-53,697
08-20-15	10,000	Ishares MSCI Emerging Markets ETF	38.42	384,212	33.73	337,289	-46,924
08-24-15	10,000	Ishares MSCI Emerging Markets ETF	38.42	384,212	31.45	314,494	-69,718
<b>TOTAL</b>				<b>3,650,018</b>		<b>3,403,794</b>	<b>-246,223</b>

City of Sacramento  
TRANSACTION SUMMARY  
*Pool D*  
*SHRA Investment Pool*  
From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>PURCHASES</b>							
08-28-15	1,575,000	Federal Home Loan Bank 0.500% Due 08-26-20	100.00	1,575,000			
<b>TOTAL</b>				<b>1,575,000</b>			

City of Sacramento  
TRANSACTION SUMMARY  
*Pool D*  
*SHRA Investment Pool*  
From 08-01-15 To 08-31-15

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
<b>CONTRIBUTIONS</b>							
08-12-15		Fidelity Fund		163,304			
<b>TOTAL</b>				<b>163,304</b>			

City of Sacramento  
TRANSACTION SUMMARY  
*Pool D*  
*SHRA Investment Pool*  
From 08-01-15 To 08-31-15

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-28-15		Caltrust Money Market		5,000,000			
<b>TOTAL</b>				<b>5,000,000</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Capitol Area Development Authority - Banking*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/ Loss</u>
-----------------------	-----------------	-----------------	----------------------	-----------------------	-----------------------	---------------------------	-----------------------

No transactions were found!

City of Sacramento  
**TRANSACTION SUMMARY**  
*Capitol Area Development Authority - Tax Exempt*  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/ Loss</b>
-----------------------	-----------------	-----------------	----------------------	-----------------------	-----------------------	---------------------------	-----------------------

No transactions were found!

City of Sacramento  
**TRANSACTION SUMMARY**  
*Capitol Area Development Authority - Taxable*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/ Loss</u>
-----------------------	-----------------	-----------------	----------------------	-----------------------	-----------------------	---------------------------	-----------------------

No transactions were found!

City of Sacramento  
**TRANSACTION SUMMARY**  
*American River Flood Control District*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
-------------------	-----------------	-----------------	------------------	-------------------	-------------------	-----------------------	------------------

No transactions were found!

City of Sacramento  
**TRANSACTION SUMMARY**  
*Reclamation District No. 1000*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
-------------------	-----------------	-----------------	------------------	-------------------	-------------------	-----------------------	------------------

No transactions were found!

City of Sacramento  
**TRANSACTION SUMMARY**  
*Sacramento Public Library Authority*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/Loss</u>
<b>CONTRIBUTIONS</b>							
08-05-15		Pool A Cash		114,701			
08-19-15		Pool A Cash		10,997			
<b>TOTAL</b>				<b>125,699</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*Sacramento Public Library Authority*  
*From 08-01-15 To 08-31-15*

<b>Trade Date</b>	<b>Quantity</b>	<b>Security</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Proceeds</b>	<b>Gain/Loss</b>
<b>WITHDRAWALS</b>							
08-14-15		Pool A Cash		500,000			
08-28-15		Pool A Cash		1,400,000			
<b>TOTAL</b>				<b>1,900,000</b>			

City of Sacramento  
**TRANSACTION SUMMARY**  
*The Natomas Basin Conservancy*  
*From 08-01-15 To 08-31-15*

<u>Trade Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Proceeds</u>	<u>Gain/ Loss</u>
-----------------------	-----------------	-----------------	----------------------	-----------------------	-----------------------	---------------------------	-----------------------

No transactions were found!

**Meeting Date:** 9/29/2015

**Report Type:** Consent

**Report ID:** 2015-00826

**Title: Contract: Duty and Turnout Boots**

**Location:** Citywide

**Recommendation:** Pass a Motion 1) awarding Allstar Fire Equipment a contract through June 30, 2016, with the possibility of two (2) one-year extension periods, for the purchase of Haix Fire Hunter Xtreme Leather Turnout Boot in an amount not to exceed \$48,900 for the potential three-year term; 2) awarding L.N. Curtis & Sons a contract through June 30, 2016, with the possibility of two (2) one-year extension periods, for the purchase of Pro Warrington 3003 Leather Duty Boot and Pro Warrington 5007 Leather Structure Boot in an amount not to exceed \$211,200 for the potential three-year term; and 3) awarding Botach, Inc. a contract through June 30, 2016, with the possibility of two (2) one-year extension periods, for the purchase of Haix XR1 Leather Turnout Boots in an amount not to exceed \$66,000 for the potential three-year term.

**Contact:** Ron Potter, Assistant Chief, (916) 808-2250, Fire Department

**Presenter:** None

**Department:** Fire

**Division:** Logistics

**Dept ID:** 12001461

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Bid Results
- 4-Botach, Inc. Bid Packet
- 5-AllStar Fire Equipment Bid Packet
- 6-L.N. Curtis and Sons Bid Packet

---

**City Attorney Review**

Approved as to Form  
 Sari Myers Dierking  
 9/23/2015 2:29:19 PM

**Approvals/Acknowledgements**

Department Director or Designee: Walt W. White - 9/8/2015 3:23:48 PM

## Description/Analysis

**Issue Detail:** The Fire Department is required to provide firefighters with personal protective equipment (“PPE”) which includes the appropriate protective footwear. Appropriate footwear is critical in protecting firefighters from injury as firefighters wear these boots to perform their normal duties. Firefighters are required to wear both duty and turnout boots for their normal duties. Firefighters wear duty boots to perform day-to-day activities from inspecting fire equipment to administering medical aid, and wear turnout boots for fighting structure fires. Both duty and turnout boots have a protective toe and puncture resistant soles, but turnout boots also contain some of the same material as the specialized protective garments firefighters wear to fight fire (turnout coats and pants).

**Policy Considerations:** This recommendation is consistent with City requirements for competitive bidding as detailed in Sacramento City Code 3.56.

**Economic Impacts:** *None*

**Environmental Considerations:** Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials which are not made for purposes of a public construction project, do not constitute a “project” and are exempt from the California Environmental Quality Act (CEQA). CEQA Guidelines, Sections 15061(b)(3), 15378(b)(2).

**Sustainability:** There are no sustainability considerations applicable to awarding the contract for the purchase of duty and turnout boots.

**Commission/Committee Action:** None

**Rationale for Recommendation:** In July 2015, an Invitation for Bid (B16121221001) for the purchase of four different types of boots for firefighters was issued and advertised for a period of three weeks. Vendors were allowed to bid on any/or all of the boots listed which their company could supply. Five vendors submitted bids. The bids were evaluated and it was determined that L.N. Curtis & Sons, AllStar Fire Equipment, and Botach, Inc. are the lowest responsible and responsive bidders. A summary of the bid results is provided in Attachment 3. Staff recommends awarding contracts to L.N. Curtis & Sons, AllStar Fire Equipment, and Botach, Inc. Additional information on the Bid is included in the Background section of this report.

**Financial Considerations:** Sufficient funding has been budgeted for FY2015/16 for this contract in the Fire Department’s operating budget. Purchases made after June 30, 2016 are subject to funding availability in the adopted budget of the applicable fiscal year. Annual estimated expenditures are provided in the following table. Fire Department staff reviewed prior expenditures and considered future needs to determine these amounts.

Estimated Expenditures: Duty and Turnout Boots:

Vendor	Year 1	Year 2	Year 3	Total
AllStar Fire Equipment	\$16,300	\$16,300	\$16,300	\$48,900
L.N. Curtis & Sons	\$70,400	\$70,400	\$70,400	\$211,200
Botach, Inc.	\$22,000	\$22,000	\$22,000	\$66,000

**Local Business Enterprise (LBE):**

- AllStar is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than \$100,000 because of the limited number of local suppliers and subcontracting is generally not practical or financially beneficial to the City.
- L.N. Curtis and Sons is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than \$100,000 because of the limited number of local suppliers and subcontracting is generally not practical or financially beneficial to the City.
- Botach, Inc. is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than \$100,000 because of the limited number of local suppliers and subcontracting is generally not practical or financially beneficial to the City.

## Background

In July 2015, the Fire Department issued and advertised Bid No. B16121221001 for the purchase of four different types of duty and turnout boots for firefighters, two duty boots and two turnout boots. Vendors were allowed to bid on any/or all of the boots listed which their company can supply. A total of five (5) bids were received for the purchase of these boots.

The bids were from AllStar Fire Equipment, Inc.; L.N. Curtis & Sons; Botach, Inc; Cascade Fire Equipment Company; and Galls dba Blumenthals Uniform.

Vendors submitted bids for the following boots;

- For the Pro Warrington 3003 Leather Duty Boots
  - L.N. Curtis & Sons
  - Galls dba Blumenthals Uniform
  - L.N. Curtis & Sons is considered to be the lowest responsible and responsive bidder for the purchase of the Pro Warrington 3003 Leather Duty Boots.
  
- For the Pro Warrington 5007 Leather Turnout Boots
  - L.N. Curtis & Sons
  - Galls dba Blumenthals Uniform
  - L.N. Curtis & Sons is considered to be the lowest responsible and responsive bidder for the purchase of the Pro Warrington 5007 Leather Turnout Boots.
  
- For the Haix XR1 Leather Duty Boots
  - Allstar Fire Equipment, Inc.
  - Cascade Fire Equipment
  - Galls dba Blumenthals Uniform
  - Botach, Inc
  - Botach, Inc. is considered to be the lowest responsible and responsive bidder for the purchase of the Haix XR1 Leather Duty Boots.
  
- For the Haix Fire Hunter Xtreme Leather Turnout Boots
  - Allstar Fire Equipment, Inc.
  - Cascade Fire Equipment Company
  - Galls dba Blumenthals Uniform
  - Botach, Inc
  - AllStar Fire Equipment is considered to be the lowest responsible and responsive bidder for the purchase of the Haix Fire Hunter Xtreme Leather Turnout Boots.

BID RESULTS

BID NO. B16121221001 – Purchase of Duty and Turnout Boots

	Pro Warrington 3003 Leather Duty Boot	Pro Warrington 5007 Leather Turnout Boot	Haix XR1 Leather Duty Boot	Haix Fire Hunter Xtreme Leather Turnout Boot	Sales Tax (8.50%)	Actual Bid Total	Possible Bid Preferences and Discounts <sup>1</sup>	Bid Evaluation Total
AllStar Fire Equipment	N/A	N/A	\$21,750.00	\$14,950.00	\$3,119.50	\$39,819.50	<\$0>	\$39,819.50
L.N. Curtis & Sons	\$10,957.50	\$53,842.50	N/A	N/A	\$5,508.00	\$70,308.00	<\$0>	\$70,308.00
Botach, Inc.	N/A	N/A	\$20,000.00	\$30,000.00	\$2,975.00	\$37,975.00	<\$0>	\$37,975.00
Cascade Fire Equipment Company	N/A	N/A	\$23,900.00	\$15,750.00	\$3,370.25	\$43,020.25	<\$0>	\$43,020.25
Galls, LLC dba Blumenthal Uniform	\$13,100.00	\$83,400.00	\$26,800.00	\$19,600.00	\$12,146.50	\$155,046.50	<\$0>	\$156,046.50

Items highlighted in **Yellow** are the recommended items to award per vendor.

Recommend Award of Contract To:

L.N. Curtis & Sons  
 1800 Peralta Street  
 Oakland, CA 94607  
 Contact: Jeffery Curtis  
 (916)496-4584

Allstar Fire Equipment, Inc.  
 2552 Barrington Court  
 Hayward, CA 94545  
 Contact: Lee Fishel  
 (510) 887-6295

Botach, Inc  
 3423 W 43<sup>rd</sup>  
 Los Angeles, CA 90008  
 Contact: Ackah Sarbah  
 (818) 919-4773

Item: Pro Warrington 3003 & 5007  
 Total Amount of Award: \$70,308.00

Item: Haix Fire Hunter Xtreme  
 Total Amount of Award: \$16,220.75

Item: Haix XR1 Leather Duty Boot  
 Total Amount of Award: \$21,700.00



Requires Council Approval:  No  YES Meeting: 9/24/2015

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Type: Commodity	PO Type: Formal Bid-Commodity	Attachment: Original No.:
\$ Not to Exceed: \$ 66,000		Original Doc Number:
Other Party: Botach, Inc		Certified Copies of Document:: 1
Project Name: Bid for Duty and Turnout Boots (Haix XR1 Leather Duty Boot)		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:B16121221001	E/SBE-DBE-M/WBE:

Department Information

Department: Fire Division: Fire Logistics  
 Project Mgr: Ron Potter Supervisor: Chris Costamagna  
 Contract Services: Allison Narramore Date: 9/1/2015 Division Mgr: Ron Potter  
 Phone Number: 916-808-8065 Org Number: 12001461  
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>Ron Potter</i>	9/2/15
Accounting:		
Contract Services:	<i>ABW</i>	9/2/15
Supervisor:		
Division Manager:	<i>Ron Potter</i>	9/2/15

City Attorney	Signature or Initial	Date
City Attorney:	<i>JMA</i>	9/23/15

Send Interoffice Mail  Notify for Pick Up

Authorization	Signature or Initial	Date
Walt White Department Director:		
City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/>		

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

**For City Clerk Processing**

**Finalized:**  
Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

**Imaged:**  
Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

**Received:**  
(City Clerk Stamp Here)



# CITY OF SACRAMENTO

Fire Department  
(Responsible Department)

**Bid Number: B16121221001**

**INVITATION FOR BID  
And  
Contract Specifications for Supplies  
FOR: DUTY AND TURNOUT BOOTS**

***Bids Must Be Received Up To The Hour of 2:00 P.M. on July 29, 2015***

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

Pre-Bid Conference: N/A  
Mandatory: [  ] Yes  
                  [  ] No

---

---

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

Name of Bidder: BOTACH INC

Address: 3423 W 43<sup>RD</sup>

City, State, Zip Code: LOS ANGELES CA 90008

Phone Number: (818) 919-4773

Email Address: ackah@botach.com

## CITY OF SACRAMENTO

**Bid No. B16121221001**  
**TABLE OF CONTENTS**

<b>Document Title</b>	<b>Page No. or N/A</b>
<b>SECTION I - REQUIREMENTS</b>	
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
<b>SECTION II – CONTRACT DOCUMENTS</b>	
A. General Conditions	16
B. Special Provisions	26
C. Technical Specifications	31
<b>SECTION III – BIDDER RESPONSE DOCUMENTS</b>	
A. Items Requiring Bidder Response	33
B. Submittals Required Prior to Start of Contract	34
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	35
D. Pricing Schedule	38

# **SECTION I REQUIREMENTS**

**SECTION I – REQUIREMENTS**

**A. Electronic Bid Document(s) Availability**

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

**SECTION I – REQUIREMENTS****B. BID INSTRUCTIONS AND REQUIREMENTS**

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

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, AND 1 ADDITIONAL COPY 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, 2<sup>nd</sup> Floor, Sacramento, CA at or after 2:00 P.M. on, July 29, 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                    [ X ] Not Required

If required, bid security approved by the City must accompany the bid, in the amount of \_\_\_\_ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
  1. The right to award in whole or in part.
  2. The right to reject all partial bids.
  3. The right to reject any or all bids or make no award.
  4. The right to issue subsequent Invitation For Bids (IFB).
  5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
  6. The right to waive any informality or irregularity in the bidding process and any bids.
  7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is:  Not Required  Required  
  
If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of \_\_\_\_\_.
- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions  
 City of Sacramento Fire Department  
 Attention: Steven Sakakihara  
 Email: [ssakakihara@sfd.cityofsacramento.org](mailto:ssakakihara@sfd.cityofsacramento.org)  
 Phone: (916) 808-1349

Technical Questions  
 City of Sacramento Fire Department  
 Attention: Neil DeLeon  
 Email: [ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)  
 Phone: (916) 808-7371

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

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

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

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

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

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

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

**BID NO. B16121221001**

- 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  
5<sup>th</sup> 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  
5<sup>th</sup> Floor Public Counter  
Sacramento, CA 95814**

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

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

**SECTION I – REQUIREMENTS**

**C. BID SIGNATURE PAGE**

BID NO. B16121221001

FOR SERVICES/SUPPLIES: Duty and Turnout Boots

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: BOTACH INC

ADDRESS: 3423 W 43<sup>RD</sup> PLACE LOS ANGELES CA 90008

PHONE #: (818) 919-4773 FAX #: (323) 443-3997 E-MAIL: ackah@botach.com

STATE TAX I.D. #: \_\_\_\_\_ FED. TAX I.D. #: 45-4102112

City of Sacramento Business Operation Tax Certificate #: 1022959  
(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: ACKAH SARBAH

TITLE: MANAGER

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

**FOR CITY USE ONLY**

The Bid was opened on July 29, 2015

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

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

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

**CONTRACT AWARD**

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

Specify: Pro Warrington 3003 Leather Duty Boot & Pro Warrington 5007

Contract Not-to-Exceed Amount: \$ 211,200

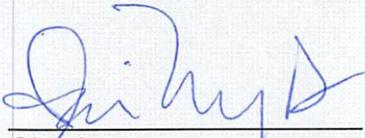
Award Date: \_\_\_\_\_

**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.

# **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

**BID NO. B16121221001**

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." AS (CONTRACTOR initials)

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

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

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

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

**B. Additional Insured Coverage**

**BID NO. B16121221001**

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

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

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

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

**C. Other Insurance Provisions**

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

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

**D. Acceptability of Insurance**

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

**E. Verification of Coverage**

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

authorized representative of the insurance carrier.

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

F. Subcontractors

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

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

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

- F. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
- A. Post-Award Amendments.
  - B. Pricing Schedule(s), as corrected by City, if applicable.
  - C. Pre-Award Addenda
  - D. Special Provisions.
  - E. Bid Instructions and Requirements
  - F. General Conditions
  - G. Technical Specifications and/or Plans
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act

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

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

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

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

**SECTION II – CONTRACT DOCUMENTS****B. SPECIAL PROVISIONS**

1. **Period of Performance.** Any contract(s) resulting from this solicitation shall be for an initial period from the date of award until June 30, 2016.
2. **Contract Extension.** Any resultant contract may be extended for an additional two one-year extension periods under the same terms and conditions, if agreed upon by both parties. However, in no case shall the contract extend beyond 3 years from the original date of award.
3. **Invoices.** All invoices under any resultant contract(s) shall be sent to City of Sacramento Fire Department at 5770 Freeport Blvd., Suite 200, Sacramento, CA 95822, Attn: Accounts Payable.
4. **Billing.** Billing for issued stock will be submitted monthly.
5. **Billing Disputes.** Billing disputes will be addressed on an individual order and purchase basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the Contractor, the City will review all records and make a final determination and present its finding to the Contractor.
6. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed for 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.
7. **Points of Contact.** Requests for supplies may be made by one or several organizational levels within the City.
  - a. The City's point of contact for any resultant contract(s) is:
    - i. Neil DeLeon, Administrative Technician  
City of Sacramento Fire Department  
Logistics Division  
5770 Freeport Blvd., Suite 200  
Sacramento, CA 95822  
Ph: (916) 808-7371  
Email: [ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)
8. **Authorities/Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost, price or schedule. Changes authorized by the Procurement Manger will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
9. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third

party without written permission from the City of Sacramento.

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

Where authorized by the City, the Contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
15. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. In addition, prices shall be all inclusive (freight, delivery, etc.) and remain fixed for the term of the contract. No additional fees or surcharges are allowed.
16. **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.
17. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to Contractor's authorized employees, except when they are authorized by the City, Contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

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

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

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

- 18. Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
- 19. Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
  - b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

**20. 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.

- 21. Award.** The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that lowest responsible bidder(s) whose bid(s) is/are the most responsive to the needs of the City.

The City reserves the right to reject any and all bids or alternate bids as the best interest of the City may require. Consideration will be given in comparing bid(s) and in awarding a contract, not only to the amount of the bid but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. Time required for delivery is important and may influence the award.

The recommended award to the lowest responsible bidder(s) under this bid may be required to go to Council for approval. The bid submitted by the Contractor and subsequent purchase order will be considered the contract for this purchase.

- 22. Delivery.** Contractor will deliver upon request.

Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the City of Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the City of Sacramento Fire Department. Failure to do so may also provide cause to terminate any contract.

- 23. Orders.** The successful Contractor(s) shall keep an ample stock on hand to fulfill a request for orders within seven (7) business days of the request.

The Contractor(s) shall fill an emergent order for certain boots within five (5) calendar days. An emergent order is defined as an order to fit a company or companies whose items were contaminated or destroyed beyond further use during the discharge of their duties.

The Contractor(s) will assist in fitting any special orders. All special order items shall be available to the City of Sacramento Fire Department within twenty (20) calendar days of receipt of the order. A special order is defined as an order to fit a size a-typical of what the manufacturer usually produces or the Contractor typically stocks.

- 24. Discontinued Items.** In the event that the City of Sacramento Fire Department decides to discontinue the purchase of a specific item, they will notify the Contractor(s) in writing thirty (30) calendar days prior to the last order being purchased. In the event the manufacturer discontinues an item, the City of Sacramento Fire Department has to be notified within ten (10) business days of item being discontinued. In the case the manufacturer discontinues any boot and/or a boot becomes no longer National Fire Protection Association (NFPA) approved, the supplier can recommend a substitution/equivalent. The cost of the substitution/equivalent boot will not exceed the Price Schedule amount of original boot; if cost of the substitution/equivalent is lower than the original Price Schedule amount, then the City of Sacramento Fire Department will pay the lower amount. Reference the Substitution section below for the necessary approval requirements for substitutions/equivalents.

- 25. Substitutions.** Be advised if any substitutions/equivalents are applicable for any boots based on the Price Schedule, then the equivalent boots will have to be approved by the Deputy Fire Chief for the Fire

Department's Logistics Division, or his designee, prior to bid submittal. Any equivalent boot must be NFPA compliant. The City's decision shall be final.

Contractors are to notify, in writing, Chris Costamagna ([ccostamagna@sfd.cityofsacramento.org](mailto:ccostamagna@sfd.cityofsacramento.org)), Ron Potter ([rpotter@sfd.cityofsacramento.org](mailto:rpotter@sfd.cityofsacramento.org)) and Neil DeLeon ([ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)) when requesting to bid an equivalent and have the meeting with Chris Costamagna, or his designee, in person, no later than 5pm on July 16, 2015.

26. **Performance Issues.** If there are repeated performance related issues, the City of Sacramento Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.
27. **Sizing Sets.** Each successful Contractor, at no cost to the City, shall provide a Sizing Set to the City of Sacramento Fire Department for the purposes of sizing each member prior to a pair of boots being ordered. The Sizing Sets shall be from size 8 to 13 in full and half sizes in a medium or E width. At the conclusion of the contract, the Sizing Sets will be either given back or purchased from the Contractor.

**SECTION II – CONTRACT DOCUMENTS****C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS*****INSTRUCTIONS TO BIDDERS***

It is the intention of the City of Sacramento Fire Department to select Contractors/manufacturers to provide our department with duty and turnout boots for our firefighters. Contained within this Invitation for Bid (IFB) is a comprehensive list of boots which the City of Sacramento Fire Department intends to purchase.

All appropriate models, styles and part numbers have been included in this IFB. Be advised any equivalents will have to be approved by the Deputy Fire Chief for the Fire Department's Logistics Division, or his designee, prior to bid submittal. Any equivalent boot must be National Fire Protection Association (NFPA) compliant. The City's decision shall be final.

Contractors are to notify, in writing, Chris Costamagna ([ccostamgna@sfd.cityofsacramento.org](mailto:ccostamgna@sfd.cityofsacramento.org)), Ron Potter ([rpotter@sfd.cityofsacramento.org](mailto:rpotter@sfd.cityofsacramento.org)) and Neil DeLeon ([ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)) when requesting to bid an equivalent and have the meeting with Chris Costamagna, or his designee, in person, no later than 5pm on Thursday, July 16, 2015.

Contractors are welcome to bid on any and/or all of the products on the list which your company can supply, the basis for award will be unit price for each product on the list. All bids are due no later than 2pm on Wednesday, July 29, 2015. All bids must be submitted to the Office of the City Clerk, 915 I Street, New City Hall, 5<sup>th</sup> Floor Public Counter, Sacramento, CA 95814.

The City of Sacramento Fire Department reserves the right to reject any and all bids for failure to strictly adhere to the terms of the contract. Further, the City of Sacramento Fire Department reserves the right to void any contract whereby the bid-awarded Contractor(s) fails to meet its contractual obligation for timely product delivery. Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the City of Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the City of Sacramento Fire Department Deputy Chief Chris Costamagna. Failure to do so may also provide cause to terminate any contract.

As well, if there are repeated performance related issues, the City of Sacramento Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.

For any inquiries, please contact Neil DeLeon at (916) 808-7371.

# **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: \_\_\_\_\_

**2. DELIVERY GUARANTEE**

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

**3. PAYMENT DISCOUNT**

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

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

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

**4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

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

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

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

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

**1. CERTIFICATE OF INSURANCE**

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

**2. BUSINESS OPERATIONS TAX CERTIFICATE**

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

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

## SECTION III – BIDDER RESPONSE DOCUMENTS

**C. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**Name of Contractor: BOTACH INCAddress: 3423 W 43<sup>RD</sup> PLACE LOS ANGELES CA 90008

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.

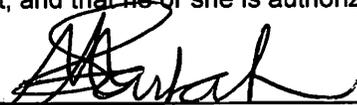
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the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

**BID NO. B16121221001**

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

7/9/15  
\_\_\_\_\_  
Date

ACKAH SARBAH  
\_\_\_\_\_  
Print Name

MANAGER  
\_\_\_\_\_  
Title

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**D. PRICING SCHEDULE**

For furnishing the City of Sacramento with duty and turnout boots as required in accordance with the provisions and specifications contained herein.

The bid items and quantity amounts listed are for evaluation purposes only. The quantities and items specified are an annual estimate 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 periods. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increases or decreases for each contract period.

Price per unit should be all-inclusive to include freight, sizing, delivery, handling or any other charges necessary for commodity delivery. No additional costs will be allowed.

Item #	Description	Qty	Price Per Unit	Extension Total
01	Honeywell Pro Warrington 3003, Leather Duty (Station) Boots/NFPA 1977 Wildland Boots or equivalent  <u>Brand and Model Number of Approved Equivalent</u>	50	\$ <u>N/A</u>	\$ <u>N/A</u>
02	Honeywell Pro Warrington 5007, Leather Turnout Boots or equivalent  <u>Brand and Model Number of Approved Equivalent</u>	150	\$ <u>N/A</u>	\$ <u>N/A</u>
03	Haix XR1, Leather Duty (Station) Boots/NFPA 1977 Wildland Boots or equivalent  <u>Brand and Model Number of Approved Equivalent</u>	100	\$ <u>200</u>	\$ <u>20,000.00</u>
04	Haix Fire Hunter Xtreme, Leather Turnout Boots or equivalent  <u>Brand and Model Number of Approved Equivalent</u>	50	\$ <u>300</u>	\$ <u>15,000.00</u>
<b>Sub total</b>				\$ <u>35,000.00</u>
<b>Tax 8.5%</b>				\$ <u>2,975.00</u>
<b>Grand Total</b>				\$ <u>37,975.00</u>

**Botach Inc., DBA Botach Tactical**

**Estimate**



3423 West 43rd Place  
 Los Angeles, CA 90008  
 (323)293-7770  
 Sales@Botach.com  
 www.Botach.com

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

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

ESTIMATE #	DATE
103849	07/09/2015

DESCRIPTION	QTY	PRICE	AMOUNT
RFQ-Bid Number: B16121221001			
<b>Sales</b> Haix XR1 Leather Duty (Station) Boots/NFPA 1977 Wildland Boots	100	200.00	20,000.00
<b>Sales</b> Haix Fire Hunter Xtreme, Leather Turnout Boots	50	300.00	15,000.00

Ackah Sarbah  
 (818) 919-4773  
 ackah@botach.com

SUBTOTAL 35,000.00  
 TAX (8.5%) 2,975.00  
**TOTAL \$37,975.00**

Accepted By

Accepted Date

\*\*\* Equivalent boots are to be approved by the Fire Department's Logistics Deputy Chief, or his designee, prior to bid submittal. Any equivalent boot must be National Fire Protection Association (NFPA) compliant. The City's decision shall be final.\*\*\*

\*\*\*Bid Award will be based on the lowest responsible bidder for each item listed on the Price Schedule. This may result in multiple awards.\*\*\*



**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or agreement  CITY OF SACRAMENTO	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

## **PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

POLICY NO. 72SBAZB3162

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
PLEASE SEE BELOW
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

IT IS UNDERSTOOD AND AGREED THAT CIM/OAKLAND 1901 HARRISON, LP, CIM GROUP LLC, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, DIVISIONS, SUBSIDIARIES, PARTNERS, MEMBERS, MANAGERS, SHAREHOLDERS, AFFILIATED COMPANIES AND MORTGAGEES/LENDERS ARE INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY, WITH RESPECT TO LEGAL LIABILITY OR CLAIMS CAUSED BY, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS, WORK OR WORK PRODUCTS, OF THE NAMED INSURED OR OF OTHERS PERFORMED ON BEHALF OF THE NAMED INSURED.



Requires Council Approval:  No  YES Meeting: 9/24/2015

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type: Commodity, PO Type: Formal Bid-Commodity, Attachment: Original No., \$ Not to Exceed: \$ 48,900, Original Doc Number, Other Party: AllStar Fire Equipment, Inc, Certified Copies of Document: 2, Project Name: Bid for Duty and Turnout Boots ( Haix Fire Hunter Xtreme Leather Turnout Boot), Deed: None/Included/Separate, Project Number, Bid Transaction #: B16121221001, E/SBE-DBE-M/WBE.

Department Information

Department: Fire Division: Fire Logistics
Project Mgr: Ron Potter Supervisor: Chris Costamagna
Contract Services: Allison Narramore Date: 9/1/2015 Division Mgr: Ron Potter
Phone Number: 916-808-8065 Org Number: 12001461
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail  Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Walt White, Department Director.

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

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



# CITY OF SACRAMENTO

Fire Department  
(Responsible Department)

**Bid Number: B16121221001**

## INVITATION FOR BID And Contract Specifications for Supplies

**FOR: DUTY AND TURNOUT BOOTS**

***Bids Must Be Received Up To The Hour of 2:00 P.M. on July 29, 2015***

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

Pre-Bid Conference: N/A  
Mandatory: [ ] Yes  
                  [ X ] No

---

---

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

Name of Bidder: Allstar Fire Equipment, Inc.

Address: 2552 Barrington Court

City, State, Zip Code: Hayward, Ca. 94545

Phone Number: (510) 887-6295

Email Address: leef@allstarfire.com

## CITY OF SACRAMENTO

**Bid No. B16121221001**  
**TABLE OF CONTENTS**

<b>Document Title</b>	<b>Page No. or N/A</b>
<b>SECTION I - REQUIREMENTS</b>	
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
<b>SECTION II – CONTRACT DOCUMENTS</b>	
A. General Conditions	16
B. Special Provisions	26
C. Technical Specifications	31
<b>SECTION III – BIDDER RESPONSE DOCUMENTS</b>	
A. Items Requiring Bidder Response	33
B. Submittals Required Prior to Start of Contract	34
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	35
D. Pricing Schedule	38

# SECTION I REQUIREMENTS

**SECTION I – REQUIREMENTS**

**A. Electronic Bid Document(s) Availability**

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

**SECTION I – REQUIREMENTS****B. BID INSTRUCTIONS AND REQUIREMENTS**

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

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, AND 1 ADDITIONAL COPY 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, 2<sup>nd</sup> Floor, Sacramento, CA at or after 2:00 P.M. on, July 29, 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            [ X ] Not Required
 

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

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
10. **Faithful Performance Bond.** A faithful performance bond is:  Not Required  Required
- If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of \_\_\_\_\_.
11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions  
 City of Sacramento Fire Department  
 Attention: Steven Sakakihara  
 Email: [ssakakihara@sfd.cityofsacramento.org](mailto:ssakakihara@sfd.cityofsacramento.org)  
 Phone: (916) 808-1349

Technical Questions  
 City of Sacramento Fire Department  
 Attention: Neil DeLeon  
 Email: [ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)  
 Phone: (916) 808-7371

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

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

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

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

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

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

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

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

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

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

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

BID NO. B16121221001

**SECTION I – REQUIREMENTS**

**C. BID SIGNATURE PAGE**

BID NO. B16121221001

FOR SERVICES/SUPPLIES: Duty and Turnout Boots

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: Allstar Fire Equipment, Inc.

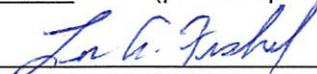
ADDRESS: 2552 Barrington Court, Hayward, Ca. 94545

PHONE #: (510) 887-6295 FAX #: (510) 887-6298 E-MAIL: leef@allstarfire.com

STATE TAX I.D. #: SRYP 17-806064 0002 FED. TAX I.D. #: 95-4326274

City of Sacramento Business Operation Tax Certificate #: 1022960  
(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: Lee A. Fishel

TITLE: Vice President

BID NO. B16121221001

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 July 29, 2015.

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

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

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

**CONTRACT AWARD**

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

Specify: Haix Fire Hunter Xtreme Leather Duty Boots

Contract Not-to-Exceed Amount: \$ 48,900

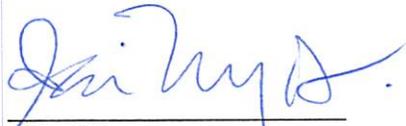
Award Date: \_\_\_\_\_

**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.

**BID NO. B16121221001**

"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.

# **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

**BID NO. B16121221001**

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

BID NO. B16121221001

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

**BID NO. B16121221001**

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

**BID NO. B16121221001**

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

B. Additional Insured Coverage

**BID NO. B16121221001**

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

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

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

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

**C. Other Insurance Provisions**

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

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

**D. Acceptability of Insurance**

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

**E. Verification of Coverage**

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

BID NO. B16121221001

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.

BID NO. B16121221001

- 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

**BID NO. B16121221001**

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

**BID NO. B16121221001**

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

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

**SECTION II – CONTRACT DOCUMENTS****B. SPECIAL PROVISIONS**

1. **Period of Performance.** Any contract(s) resulting from this solicitation shall be for an initial period from the date of award until June 30, 2016.
2. **Contract Extension.** Any resultant contract may be extended for an additional two one-year extension periods under the same terms and conditions, if agreed upon by both parties. However, in no case shall the contract extend beyond 3 years from the original date of award.
3. **Invoices.** All invoices under any resultant contract(s) shall be sent to City of Sacramento Fire Department at 5770 Freeport Blvd., Suite 200, Sacramento, CA 95822, Attn: Accounts Payable.
4. **Billing.** Billing for issued stock will be submitted monthly.
5. **Billing Disputes.** Billing disputes will be addressed on an individual order and purchase basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the Contractor, the City will review all records and make a final determination and present its finding to the Contractor.
6. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed for 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.
7. **Points of Contact.** Requests for supplies may be made by one or several organizational levels within the City.
  - a. The City's point of contact for any resultant contract(s) is:
    - i. Neil DeLeon, Administrative Technician  
City of Sacramento Fire Department  
Logistics Division  
5770 Freeport Blvd., Suite 200  
Sacramento, CA 95822  
Ph: (916) 808-7371  
Email: [ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)
8. **Authorities/Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost, price or schedule. Changes authorized by the Procurement Manger will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
9. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third

party without written permission from the City of Sacramento.

10. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
11. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract(s). Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30<sup>th</sup>, a second purchase order may be issued.
- a. The Purchase Order does not supersede any provision of the resulting contract(s). Performance time and dates are determined solely by the contract and any modification thereto.
  - b. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
12. **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.
13. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
14. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due to the Contractor under this contract be made without the prior written consent of the City.
- Where authorized by the City, the Contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
15. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. In addition, prices shall be all inclusive (freight, delivery, etc.) and remain fixed for the term of the contract. No additional fees or surcharges are allowed.
16. **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.
17. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to Contractor's authorized employees, except when they are authorized by the City, Contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

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

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

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

18. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
19. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
  - b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

20. **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.

21. **Award.** The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that lowest responsible bidder(s) whose bid(s) is/are the most responsive to the needs of the City.

The City reserves the right to reject any and all bids or alternate bids as the best interest of the City may require. Consideration will be given in comparing bid(s) and in awarding a contract, not only to the amount of the bid but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. Time required for delivery is important and may influence the award.

The recommended award to the lowest responsible bidder(s) under this bid may be required to go to Council for approval. The bid submitted by the Contractor and subsequent purchase order will be considered the contract for this purchase.

22. **Delivery.** Contractor will deliver upon request.

Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the City of Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the City of Sacramento Fire Department. Failure to do so may also provide cause to terminate any contract.

23. **Orders.** The successful Contractor(s) shall keep an ample stock on hand to fulfill a request for orders within seven (7) business days of the request.

The Contractor(s) shall fill an emergent order for certain boots within five (5) calendar days. An emergent order is defined as an order to fit a company or companies whose items were contaminated or destroyed beyond further use during the discharge of their duties.

The Contractor(s) will assist in fitting any special orders. All special order items shall be available to the City of Sacramento Fire Department within twenty (20) calendar days of receipt of the order. A special order is defined as an order to fit a size atypical of what the manufacturer usually produces or the Contractor typically stocks.

24. **Discontinued Items.** In the event that the City of Sacramento Fire Department decides to discontinue the purchase of a specific item, they will notify the Contractor(s) in writing thirty (30) calendar days prior to the last order being purchased. In the event the manufacturer discontinues an item, the City of Sacramento Fire Department has to be notified within ten (10) business days of item being discontinued. In the case the manufacturer discontinues any boot and/or a boot becomes no longer National Fire Protection Association (NFPA) approved, the supplier can recommend a substitution/equivalent. The cost of the substitution/equivalent boot will not exceed the Price Schedule amount of original boot; if cost of the substitution/equivalent is lower than the original Price Schedule amount, then the City of Sacramento Fire Department will pay the lower amount. Reference the Substitution section below for the necessary approval requirements for substitutions/equivalents.

25. **Substitutions.** Be advised if any substitutions/equivalents are applicable for any boots based on the Price Schedule, then the equivalent boots will have to be approved by the Deputy Fire Chief for the Fire

Department's Logistics Division, or his designee, prior to bid submittal. Any equivalent boot must be NFPA compliant. The City's decision shall be final.

Contractors are to notify, in writing, Chris Costamagna ([ccostamagna@sfd.cityofsacramento.org](mailto:ccostamagna@sfd.cityofsacramento.org)), Ron Potter ([rpotter@sfd.cityofsacramento.org](mailto:rpotter@sfd.cityofsacramento.org)) and Neil DeLeon ([ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)) when requesting to bid an equivalent and have the meeting with Chris Costamagna, or his designee, in person, no later than 5pm on July 16, 2015.

26. **Performance Issues.** If there are repeated performance related issues, the City of Sacramento Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.
27. **Sizing Sets.** Each successful Contractor, at no cost to the City, shall provide a Sizing Set to the City of Sacramento Fire Department for the purposes of sizing each member prior to a pair of boots being ordered. The Sizing Sets shall be from size 8 to 13 in full and half sizes in a medium or E width. At the conclusion of the contract, the Sizing Sets will be either given back or purchased from the Contractor.

**SECTION II – CONTRACT DOCUMENTS****C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS*****INSTRUCTIONS TO BIDDERS***

It is the intention of the City of Sacramento Fire Department to select Contractors/manufacturers to provide our department with duty and turnout boots for our firefighters. Contained within this Invitation for Bid (IFB) is a comprehensive list of boots which the City of Sacramento Fire Department intends to purchase.

All appropriate models, styles and part numbers have been included in this IFB. Be advised any equivalents will have to be approved by the Deputy Fire Chief for the Fire Department's Logistics Division, or his designee, prior to bid submittal. Any equivalent boot must be National Fire Protection Association (NFPA) compliant. The City's decision shall be final.

Contractors are to notify, in writing, Chris Costamagna ([ccostamagna@sfd.cityofsacramento.org](mailto:ccostamagna@sfd.cityofsacramento.org)), Ron Potter ([rpotter@sfd.cityofsacramento.org](mailto:rpotter@sfd.cityofsacramento.org)) and Neil DeLeon ([ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)) when requesting to bid an equivalent and have the meeting with Chris Costamagna, or his designee, in person, no later than 5pm on Thursday, July 16, 2015.

Contractors are welcome to bid on any and/or all of the products on the list which your company can supply, the basis for award will be unit price for each product on the list. All bids are due no later than 2pm on Wednesday, July 29, 2015. All bids must be submitted to the Office of the City Clerk, 915 I Street, New City Hall, 5<sup>th</sup> Floor Public Counter, Sacramento, CA 95814.

The City of Sacramento Fire Department reserves the right to reject any and all bids for failure to strictly adhere to the terms of the contract. Further, the City of Sacramento Fire Department reserves the right to void any contract whereby the bid-awarded Contractor(s) fails to meet its contractual obligation for timely product delivery. Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the City of Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the City of Sacramento Fire Department Deputy Chief Chris Costamagna. Failure to do so may also provide cause to terminate any contract.

As well, if there are repeated performance related issues, the City of Sacramento Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.

For any inquiries, please contact Neil DeLeon at (916) 808-7371.

# 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: \_\_\_\_\_

**2. DELIVERY GUARANTEE**

Contractor guarantees delivery within 14 days after receipt of order (ARO).

**3. PAYMENT DISCOUNT**

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

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

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

**4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

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

If Yes, what percentage discount would you offer the City to be paid through EFT? 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: Allstar Fire Equipment, Inc.

Address: 2552 Barrington Court, Hayward, Ca. 94545

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

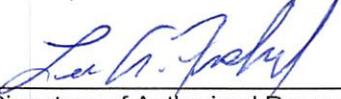
**BID NO. B16121221001**

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.

**BID NO. B16121221001**

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

7/23/15  
\_\_\_\_\_  
Date

Lee A. Fishel  
\_\_\_\_\_  
Print Name

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

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**D. PRICING SCHEDULE**

For furnishing the City of Sacramento with duty and turnout boots as required in accordance with the provisions and specifications contained herein.

The bid items and quantity amounts listed are for evaluation purposes only. The quantities and items specified are an annual estimate 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 periods. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increases or decreases for each contract period.

Price per unit should be all-inclusive to include freight, sizing, delivery, handling or any other charges necessary for commodity delivery. No additional costs will be allowed.

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Extension Total</u>
01	Honeywell Pro Warrington 3003, Leather Duty (Station) Boots/NFPA 1977 Wildland Boots or equivalent	50	\$ <u>No bid</u>	\$ _____
	<u>Brand and Model Number of Approved Equivalent</u>			
02	Honeywell Pro Warrington 5007, Leather Turnout Boots or equivalent	150	\$ <u>No bid</u>	\$ _____
	<u>Brand and Model Number of Approved Equivalent</u>			
03	Haix XR1, Leather Duty (Station) Boots/NFPA 1977 Wildland Boots or equivalent	100	\$ <u>217.50</u>	\$ <u>\$21,750.00</u>
	<u>Brand and Model Number of Approved Equivalent</u>			
04	Haix Fire Hunter Xtreme, Leather Turnout Boots or equivalent	50	\$ <u>299.00</u>	\$ <u>14,950.00</u>
	<u>Brand and Model Number of Approved Equivalent</u>			
			<b>Sub total</b>	\$ <u>36,700.00</u>
			<b>Tax 8.5%</b>	\$ <u>3,119.50</u>
			<b>Grand Total</b>	\$ <u>39,819.50</u>

**\*\*\*** Equivalent boots are to be approved by the Fire Department's Logistics Deputy Chief, or his designee, prior to bid submittal. Any equivalent boot must be National Fire Protection Association (NFPA) compliant. The City's decision shall be final.**\*\*\***

**\*\*\***Bid Award will be based on the lowest responsible bidder for each item listed on the Price Schedule. This may result in multiple awards.**\*\*\***





## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (I) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (II) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (III) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (I) Any insured; or
  - (II) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (I) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (II) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (III) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily Injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

**i. Infringement Of Intellectual Property Rights**

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;

- (2) Designing or determining content of web sites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Discrimination Or Humiliation**

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:
  - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
  - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees and Volunteer workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal and Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional Insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

**(5) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

- 7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 8. "Employment-Related Practices" means:
  - a. Refusal to employ a person;
  - b. Termination of a person's employment; or
  - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

- 12. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 14. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
 

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

    - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

COMMERCIAL AUTO  
AC 01 02 03 10

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

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under the COVERED AUTOS SECTION, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
  4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
  5. Farm wagons or farm implements while being towed by a covered "auto".

### B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of the COVERED AUTOS SECTION is replaced by the following:
  2. If Symbol(s) 7 or 67 is entered next to coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
    - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

### C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or

rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in the LIABILITY COVERAGE SECTION of the Coverage Form

### D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion in the LIABILITY COVERAGE SECTION is replaced by the following:

#### Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

### E. ADDITIONAL EXCLUSIONS

The following exclusions are added to the LIABILITY COVERAGE SECTION:

#### Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

#### Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
  - 1) Employment;

AC 01 02 03 10

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 4

AC 01 02 03 10

- 2) Investigation;
  - 3) Supervision;
  - 4) Reporting to the proper authorities, or failure to so report; or
  - 5) Retention;
- of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

**Explosives**

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

**Rolling Stores**

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

**Wrong Delivery of Liquid Products**

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

**Professional Services**

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

**F. MOTOR HOME CONTENTS COVERAGE**

- 1. For a covered "auto" that is a motor home the following exclusions are added to the PHYSICAL DAMAGE COVERAGE SECTION:

**Motor Home Contents**

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".
- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

**G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE**

Under Paragraph B.3.a. of the PHYSICAL DAMAGE SECTION, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

**H. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under PHYSICAL DAMAGE COVERAGE SECTION, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

AC 01 02 03 10

- 4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.  
 Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**I. GLASS REPAIR –WAIVER OF DEDUCTIBLE**  
 Under Paragraph D. Deductible of the PHYSICAL DAMAGE COVERAGE SECTION, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in Loss Condition 2.a. Duties In the Event Of Accident, Claim, Suit Or Loss – of the BUSINESS AUTO CONDITIONS SECTION and the MOTOR CARRIER CONDITIONS SECTION that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to :

- 1. You, if you are an individual
- 2. A partner, if you are a partnership;
- 3. An executive officer or the employee designated by you to give such notice if you are a corporation; or

- 4. A member, if you are a limited liability company.

**K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The BUSINESS AUTO CONDITIONS SECTION and MOTOR CARRIER CONDITIONS SECTION– B.2. are amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**L. AUTOS HIRED OR RENTED BY EMPLOYEES**

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

**A. Changes In Liability Coverage**

The following is added to the Who Is An Insured Provision in the LIABILITY COVERAGE SECTION:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes In General Conditions**

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph 5.f. of the Other Insurance Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AC 01 02 03 10

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 3 of 4

**AC 01 02 03 10**

**M. EMERGENCY LOCKOUT - PRIVATE PASSENGER VEHICLES**

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" , or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**N. LIBERALIZATION**

Paragraph 3, of the General Conditions is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**COMMERCIAL AUTO  
AC 01 01A 03 10**

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

## **BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**MOTOR CARRIER COVERAGE FORM**

### **A. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

### **B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the - COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

### **C. EMPLOYEES AS INSURED - NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of the LIABILITY COVERAGE SECTION:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### **D. SUPPLEMENTARY PAYMENTS - BAIL BONDS**

Paragraph A.2.a. (2) of the LIABILITY COVERAGE SECTION is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

### **E. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS**

Paragraph A.2.a.(4) of the LIABILITY COVERAGE SECTION is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **F. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS**

Paragraph B.5.A. Fellow Employee in the LIABILITY COVERAGE SECTION is replaced as follows;

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

### **G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

- 1. Paragraph B.6. Care, Custody or Control of the LIABILITY COVERAGE SECTION, does not apply to "property damage" to property, other than your property, up to an amount

**AC 01 01A 03 10**

Includes copyrighted material of Insurance Services Office, Inc.  
with its permission

**Page 1 of 3**

**AC 01 01A 03 10**

not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

**2. The following paragraph is added to A.4. Coverage Extensions of the – PHYSICAL DAMAGE COVERAGE SECTION:**

c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1,8,61 or 68 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**I. EXPANDED TOWING COVERAGE**

We will pay up to:

1. \$100 for a covered "auto" you own of the private passenger type, or
2. \$250 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

**J. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under the - PHYSICAL DAMAGE COVERAGE SECTION of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";

- 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- 3) Security deposits not refunded by a lessor;
- 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
- 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**K. RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred.
  2. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**AC 01 01A 03 10**

- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

- 5. The provisions of paragraphs 1.and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

**L. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

**M. EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Section A.4. of the – PHYSICAL DAMAGE COVERAGE SECTION:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

**N. NEW VEHICLE REPLACEMENT COST**

The following is added to paragraph C.Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION:

**O. BLANKET WAIVER OF SUBROGATION**

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of – BUSINESS AUTO and MOTOR CARRIER CONDITIONS SECTIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**AC 01 01A 03 10**

Includes copyrighted material of Insurance Services Office, Inc., with its permission

**Page 3 of 3**



Requires Council Approval:  No  YES Meeting: 9/24/2015

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type: Commodity, PO Type: Formal Bid-Commodity, Attachment: Original No., \$ Not to Exceed: \$ 211,200, Original Doc Number, Other Party: L.N Curtis and Sons, Certified Copies of Document:: 1, Project Name: Bid for Duty and Turnout Boots (Pro Warrington 3003 Leather Duty Boot and 5007 Leather Turnout Boot), Deed: None/Included/Separate, Project Number, Bid Transaction #: B16121221001, E/SBE-DBE-M/WBE.

Department Information

Department: Fire Division: Fire Logistics
Project Mgr: Ron Potter Supervisor: Chris Costamagna
Contract Services: Allison Narramore Date: 9/1/2015 Division Mgr: Ron Potter
Phone Number: 916-808-8065 Org Number: 12001461
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, City Attorney.

Send Interoffice Mail  Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Walt White, Department Director.

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

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



# CITY OF SACRAMENTO

Fire Department  
(Responsible Department)

**Bid Number: B16121221001**

RECEIVED  
CITY CLERK'S OFFICE  
915 I STREET, 5TH FLOOR  
CITY OF SACRAMENTO

07-28-15A11:00 RCVD

## INVITATION FOR BID And Contract Specifications for Supplies FOR: DUTY AND TURNOUT BOOTS

**Bids Must Be Received Up To The Hour of 2:00 P.M. on July 29, 2015**

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

Pre-Bid Conference: N/A  
Mandatory: [ ] Yes  
                  [ X ] No

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

Name of Bidder: L.N. CURTIS AND SONS

Address: 1800 PERALTA ST.

City, State, Zip Code: OAKLAND, CA 94607

Phone Number: 510-839-5111

Email Address: JCURTIS@LNCURTIS.COM

**CITY OF SACRAMENTO**

**Bid No. B16121221001  
TABLE OF CONTENTS**

<b>Document Title</b>	<b>Page No. or N/A</b>
<b>SECTION I - REQUIREMENTS</b>	
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
<b>SECTION II – CONTRACT DOCUMENTS</b>	
A. General Conditions	16
B. Special Provisions	26
C. Technical Specifications	31
<b>SECTION III – BIDDER RESPONSE DOCUMENTS</b>	
A. Items Requiring Bidder Response	33
B. Submittals Required Prior to Start of Contract	34
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	35
D. Pricing Schedule	38

# SECTION I REQUIREMENTS

**SECTION I – REQUIREMENTS**

**A. Electronic Bid Document(s) Availability**

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

**SECTION I – REQUIREMENTS****B. BID INSTRUCTIONS AND REQUIREMENTS**

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

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, AND 1 ADDITIONAL COPY 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, 2<sup>nd</sup> Floor, Sacramento, CA at or after 2:00 P.M. on, July 29, 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                    [ X ] 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

City of Sacramento Fire Department

Attention: Steven Sakakihara

Email: [ssakakihara@sfd.cityofsacramento.org](mailto:ssakakihara@sfd.cityofsacramento.org)

Phone: (916) 808-1349

Technical Questions

City of Sacramento Fire Department

Attention: Neil DeLeon

Email: [ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)

Phone: (916) 808-7371

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

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

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

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

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

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

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

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

**Office of the City Clerk  
915 I Street, New City Hall  
5<sup>th</sup> 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  
5<sup>th</sup> 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. B16121221001

FOR SERVICES/SUPPLIES: Duty and Turnout Boots

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: L.N. CURTIS AND SONS

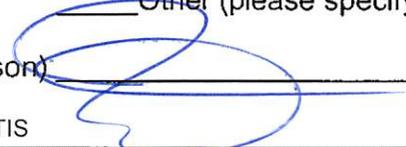
ADDRESS: 1800 PERALTA ST. OAKLAND, CA 94607

PHONE #: 510-839-5111 FAX #: 510-839-53325 E-MAIL: JCURTIS@LNCURTIS.COM

STATE TAX I.D. #: SRCH221-102334 FED. TAX I.D. #: 94-1214350

City of Sacramento Business Operation Tax Certificate #: 1023004  
(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: JEFFREY R. CURTIS

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 July 29, 2015.

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

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

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

**CONTRACT AWARD**

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

Specify: Haix XR1 leather Duty Boots

Contract Not-to-Exceed Amount: \$ 66,000

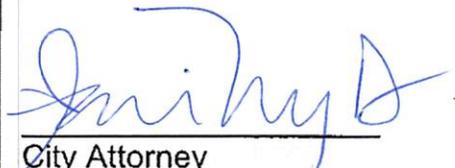
Award Date: \_\_\_\_\_

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

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

**You May . . .**

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

# **SECTION II CONTRACT DOCUMENTS**

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

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

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

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

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

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

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

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

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

## 10. Indemnity.

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

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

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

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

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

**A. Minimum Scope & Limits of Insurance Coverage**

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

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

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

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

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

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

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

**B. Additional Insured Coverage**

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

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

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

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

**C. Other Insurance Provisions**

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

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

**D. Acceptability of Insurance**

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

**E. Verification of Coverage**

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

authorized representative of the insurance carrier.

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

F. Subcontractors

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

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

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

- F. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
- A. Post-Award Amendments.
  - B. Pricing Schedule(s), as corrected by City, if applicable.
  - C. Pre-Award Addenda
  - D. Special Provisions.
  - E. Bid Instructions and Requirements
  - F. General Conditions
  - G. Technical Specifications and/or Plans
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act

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

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

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

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

## SECTION II – CONTRACT DOCUMENTS

### B. SPECIAL PROVISIONS

1. **Period of Performance.** Any contract(s) resulting from this solicitation shall be for an initial period from the date of award until June 30, 2016.
2. **Contract Extension.** Any resultant contract may be extended for an additional two one-year extension periods under the same terms and conditions, if agreed upon by both parties. However, in no case shall the contract extend beyond 3 years from the original date of award.
3. **Invoices.** All invoices under any resultant contract(s) shall be sent to City of Sacramento Fire Department at 5770 Freeport Blvd., Suite 200, Sacramento, CA 95822, Attn: Accounts Payable.
4. **Billing.** Billing for issued stock will be submitted monthly.
5. **Billing Disputes.** Billing disputes will be addressed on an individual order and purchase basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the Contractor, the City will review all records and make a final determination and present its finding to the Contractor.
6. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed for 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.
7. **Points of Contact.** Requests for supplies may be made by one or several organizational levels within the City.
  - a. The City's point of contact for any resultant contract(s) is:
    - i. Neil DeLeon, Administrative Technician  
City of Sacramento Fire Department  
Logistics Division  
5770 Freeport Blvd., Suite 200  
Sacramento, CA 95822  
Ph: (916) 808-7371  
Email: [ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)
8. **Authorities/Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost, price or schedule. Changes authorized by the Procurement Manger will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
9. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third

party without written permission from the City of Sacramento.

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

Where authorized by the City, the Contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
15. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. In addition, prices shall be all inclusive (freight, delivery, etc.) and remain fixed for the term of the contract. No additional fees or surcharges are allowed.
16. **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.
17. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to Contractor's authorized employees, except when they are authorized by the City, Contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

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

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

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

- 18. Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
- 19. Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
  - b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

**20. 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.

21. **Award.** The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that lowest responsible bidder(s) whose bid(s) is/are the most responsive to the needs of the City.

The City reserves the right to reject any and all bids or alternate bids as the best interest of the City may require. Consideration will be given in comparing bid(s) and in awarding a contract, not only to the amount of the bid but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. Time required for delivery is important and may influence the award.

The recommended award to the lowest responsible bidder(s) under this bid may be required to go to Council for approval. The bid submitted by the Contractor and subsequent purchase order will be considered the contract for this purchase.

22. **Delivery.** Contractor will deliver upon request.

Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the City of Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the City of Sacramento Fire Department. Failure to do so may also provide cause to terminate any contract.

23. **Orders.** The successful Contractor(s) shall keep an ample stock on hand to fulfill a request for orders within seven (7) business days of the request.

The Contractor(s) shall fill an emergent order for certain boots within five (5) calendar days. An emergent order is defined as an order to fit a company or companies whose items were contaminated or destroyed beyond further use during the discharge of their duties.

The Contractor(s) will assist in fitting any special orders. All special order items shall be available to the City of Sacramento Fire Department within twenty (20) calendar days of receipt of the order. A special order is defined as an order to fit a size atypical of what the manufacturer usually produces or the Contractor typically stocks.

24. **Discontinued Items.** In the event that the City of Sacramento Fire Department decides to discontinue the purchase of a specific item, they will notify the Contractor(s) in writing thirty (30) calendar days prior to the last order being purchased. In the event the manufacturer discontinues an item, the City of Sacramento Fire Department has to be notified within ten (10) business days of item being discontinued. In the case the manufacturer discontinues any boot and/or a boot becomes no longer National Fire Protection Association (NFPA) approved, the supplier can recommend a substitution/equivalent. The cost of the substitution/equivalent boot will not exceed the Price Schedule amount of original boot; if cost of the substitution/equivalent is lower than the original Price Schedule amount, then the City of Sacramento Fire Department will pay the lower amount. Reference the Substitution section below for the necessary approval requirements for substitutions/equivalents.

25. **Substitutions.** Be advised if any substitutions/equivalents are applicable for any boots based on the Price Schedule, then the equivalent boots will have to be approved by the Deputy Fire Chief for the Fire

Department's Logistics Division, or his designee, prior to bid submittal. Any equivalent boot must be NFPA compliant. The City's decision shall be final.

Contractors are to notify, in writing, Chris Costamagna ([ccostamagna@sfd.cityofsacramento.org](mailto:ccostamagna@sfd.cityofsacramento.org)), Ron Potter ([rpotter@sfd.cityofsacramento.org](mailto:rpotter@sfd.cityofsacramento.org)) and Neil DeLeon ([ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)) when requesting to bid an equivalent and have the meeting with Chris Costamagna, or his designee, in person, no later than 5pm on July 16, 2015.

26. **Performance Issues.** If there are repeated performance related issues, the City of Sacramento Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.
27. **Sizing Sets.** Each successful Contractor, at no cost to the City, shall provide a Sizing Set to the City of Sacramento Fire Department for the purposes of sizing each member prior to a pair of boots being ordered. The Sizing Sets shall be from size 8 to 13 in full and half sizes in a medium or E width. At the conclusion of the contract, the Sizing Sets will be either given back or purchased from the Contractor.

**SECTION II – CONTRACT DOCUMENTS****C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS*****INSTRUCTIONS TO BIDDERS***

It is the intention of the City of Sacramento Fire Department to select Contractors/manufacturers to provide our department with duty and turnout boots for our firefighters. Contained within this Invitation for Bid (IFB) is a comprehensive list of boots which the City of Sacramento Fire Department intends to purchase.

All appropriate models, styles and part numbers have been included in this IFB. Be advised any equivalents will have to be approved by the Deputy Fire Chief for the Fire Department's Logistics Division, or his designee, prior to bid submittal. Any equivalent boot must be National Fire Protection Association (NFPA) compliant. The City's decision shall be final.

Contractors are to notify, in writing, Chris Costamagna ([ccostamagna@sfd.cityofsacramento.org](mailto:ccostamagna@sfd.cityofsacramento.org)), Ron Potter ([rpotter@sfd.cityofsacramento.org](mailto:rpotter@sfd.cityofsacramento.org)) and Neil DeLeon ([ndeleon@sfd.cityofsacramento.org](mailto:ndeleon@sfd.cityofsacramento.org)) when requesting to bid an equivalent and have the meeting with Chris Costamagna, or his designee, in person, no later than 5pm on Thursday, July 16, 2015.

Contractors are welcome to bid on any and/or all of the products on the list which your company can supply, the basis for award will be unit price for each product on the list. All bids are due no later than 2pm on Wednesday, July 29, 2015. All bids must be submitted to the Office of the City Clerk, 915 I Street, New City Hall, 5<sup>th</sup> Floor Public Counter, Sacramento, CA 95814.

The City of Sacramento Fire Department reserves the right to reject any and all bids for failure to strictly adhere to the terms of the contract. Further, the City of Sacramento Fire Department reserves the right to void any contract whereby the bid-awarded Contractor(s) fails to meet its contractual obligation for timely product delivery. Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the City of Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the City of Sacramento Fire Department Deputy Chief Chris Costamagna. Failure to do so may also provide cause to terminate any contract.

As well, if there are repeated performance related issues, the City of Sacramento Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.

For any inquiries, please contact Neil DeLeon at (916) 808-7371.

# **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   X   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: \_\_\_\_\_

**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 [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: L.N. CURTIS AND SONS

Address: 1800 PERALTA ST. OAKLAND, CA 94607

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

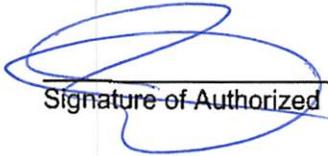
Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

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

7/24/2015  
\_\_\_\_\_  
Date

JEFFREY R. CURTIS  
\_\_\_\_\_  
Print Name

VICE PRESIDENT  
\_\_\_\_\_  
Title

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**D. PRICING SCHEDULE**

For furnishing the City of Sacramento with duty and turnout boots as required in accordance with the provisions and specifications contained herein.

The bid items and quantity amounts listed are for evaluation purposes only. The quantities and items specified are an annual estimate 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 periods. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increases or decreases for each contract period.

Price per unit should be all-inclusive to include freight, sizing, delivery, handling or any other charges necessary for commodity delivery. No additional costs will be allowed.

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Extension Total</u>
01	Honeywell Pro Warrington 3003, Leather Duty (Station) Boots/NFPA 1977 Wildland Boots or equivalent  <u>HONEYWELL PRO WARRINGTON 3003</u> Brand and Model Number of Approved Equivalent	50	\$ <u>219.15</u>	\$ <u>10,957.50</u>
02	Honeywell Pro Warrington 5007, Leather Turnout Boots or equivalent  <u>HONEYWELL PRO WARRINGTON 5007</u> Brand and Model Number of Approved Equivalent	150	\$ <u>358.95</u>	\$ <u>53,842.50</u>
03	Haix XR1, Leather Duty (Station) Boots/NFPA 1977 Wildland Boots or equivalent  <u>Brand and Model Number of Approved Equivalent</u>	100	\$ <u>NO BID</u>	\$ <u>NO BID</u>
04	Haix Fire Hunter Xtreme, Leather Turnout Boots or equivalent  <u>Brand and Model Number of Approved Equivalent</u>	50	\$ <u>NO BID</u>	\$ <u>NO BID</u>
			<b>Sub total</b>	\$ <u>64,800.00</u>
			<b>Tax 8.5%</b>	\$ <u>5,508.00</u>
			<b>Grand Total</b>	\$ <u>70,308.00</u>

**\*\*\* Equivalent boots are to be approved by the Fire Department's Logistics Deputy Chief, or his designee, prior to bid submittal. Any equivalent boot must be National Fire Protection Association (NFPA) compliant. The City's decision shall be final.\*\*\***

**\*\*\*Bid Award will be based on the lowest responsible bidder for each item listed on the Price Schedule. This may result in multiple awards.\*\*\***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2015

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

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

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: sanfrancisco.certs@marsh.com; Fax: 212-948-0398 100377-STND-GAWU-15-16	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;">INSURER A : Federal Insurance Company</td> <td style="border: none;">20281</td> </tr> <tr> <td style="border: none;">INSURER B : N/A</td> <td style="border: none;">N/A</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Federal Insurance Company	20281	INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A : Federal Insurance Company	20281														
INSURER B : N/A	N/A														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> L. N. Curtis & Sons, Inc. Attn: John Viboch, CFO 1800 Peralta Street Oakland, CA 94607-1603															

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-002486961-03                      **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			36023726	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							PER PROJECT AGG \$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71737666	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Reference no. 106-Z372746. The City of Sacramento, its officials, employees and volunteers are included as additional insureds for General Liability where required by written contract. Waiver of subrogation applies in favor of certificate holder where required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o Ebix RCS P.O. Box 257 Ref. #106-Z372746 Portland, MI 48875-0257	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services  Kirsten Thomson <i>Kirsten Thomson</i>
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

## Liability Insurance

### Endorsement

*Policy Period* APRIL 1, 2015 TO APRIL 1, 2016  
*Effective Date* APRIL 1, 2015  
*Policy Number* 3602-37-26 SFO  
*Insured* L.N. CURTIS & SONS  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* MAY 6, 2015

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who Is An Insured

##### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



reference copy

**Meeting Date:** 9/29/2015

**Report Type:** Consent

**Report ID:** 2015-00804

**Title: Agreement: Graviton Consulting and Oracle Services, Inc. (Published for Review 09/17/2015)**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or City Manager's designee, to execute a professional services agreement with Graviton Consulting Services, Inc. to implement a PeopleSoft software system upgrade to the City's electronic Citywide Accounting and Personnel System (eCAPS), for an amount not-to-exceed \$1,310,400; and continue to September 29, 2015, for approval.

**Contact:** Cassy Vaioleti-Matu, Program Analyst, (916) 808-8047; Brian McKee, IT Manager, (916) 808-7907, Information Technology

**Presenter:** None

**Department:** Information Technology

**Division:** Innovation Team

**Dept ID:** 07001081

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Contract

---

**City Attorney Review**

Approved as to Form  
Audreyell A. Anderson  
9/16/2015 5:01:54 PM

**Approvals/Acknowledgements**

Department Director or Designee: Ignacio Estevez - 9/16/2015 9:42:55 AM

## Description/Analysis

**Issue Detail:** Every four to five years, the City's PeopleSoft Enterprise Resource Planning (ERP) system, known as the electronic Citywide Accounting and Personnel System (eCAPS), must be upgraded to the latest version of Oracle's PeopleSoft software to ensure the necessary continued technical support from Oracle and to maintain compatibility with program changes. The technical upgrade will also ensure that the City's ongoing compliance with new reporting laws and labor requirements, improve central coordination, enhance accountability, and minimize risk within the City's financial and human resources system.

eCAPS is the City's core business system used by all City departments, Charter Offices and Mayor/Council to process financial transactions, payroll operations, budget activities, and human resources (HR) administration. These functions are core administrative processes that are critical to the ongoing operations of the City.

A Request for Proposal (RFP) process was utilized to identify vendors that provide PeopleSoft upgrade implementation services. The City received twelve proposals, and four were responsive. An evaluation team reviewed the four proposals submitted and determined that Graviton Consulting Services, Inc. best met the City's implementation needs and provided the best value to the City.

**Policy Considerations:** The requested action is in conformance with City Code Chapter 3.64 and in accordance with the goals, objectives, initiatives and operating principles of the City's Digital Strategy.

**Economic Impacts:** None.

**Environmental Considerations:** The report concerns administrative activities that will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) review [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The Department of Information Technology (IT) is responsible for maintaining the eCAPS system. A technical upgrade to the most recent PeopleSoft version requires capability beyond current IT staff resources.

**Financial Considerations:** The total cost for the Graviton Consulting Services, Inc. agreement is \$1,310,400. There is sufficient funding in the Enterprise Resource Planning (ERP) Replacement project (A07000600) for the system upgrade and implementation services. Costs will be allocated across all funds as part of the FY16 Midyear process.

**Local Business Enterprise (LBE):** Graviton is an LBE.

**Background**

In 2006, the City initiated an Enterprise Resource Planning (ERP) project known as the electronic Citywide Accounting and Personnel System (eCAPS), which resulted in the acquisition and implementation of a software system to replace the legacy citywide systems for financial and human resources (HR)/payroll administration. These core systems are essential in the day to day fiscal and personnel operations of the City. eCAPS currently uses 11 modules in the Finance/Supply Chain (FCSM) application and 6 modules in the Human Capital Management (HCM) application, with approximately 30 incoming and outgoing interfaces in the FCSM and HCM applications through Oracle's PeopleSoft software.

Every four to five years an upgrade project is required for eCAPS to maintain the level of support needed from Oracle, which requires expert staff resources the City does not currently have.

On May 29, 2012, City Council passed Motion 2012-132 that authorized a contract with Graviton Consulting Services, Inc. to implement a PeopleSoft software system upgrade from version 8.9 to 9.1 for the eCAPS. This was the first system upgrade after the initial eCAPS installation in 2007.

On February 17, 2015, City Council adopted Resolution 2015-0075 that authorized a \$1.5M expenditure budget for the eCAPS Upgrade Project in Capital Improvement Program (CIP) A07000600.

In April 2015, City staff issued a Request for Proposals (RFP) for PeopleSoft upgrade implementation services, which include system design review and development, testing, knowledge transfer and post-support. A total of 12 proposals were received; of the 12, eight were deemed non-responsive. The top four vendors were selected and evaluated by a team composed of the City's Finance, Human Resources and Information Technology staff. The four proposals were from the following vendors:

CherryRoad Technologies	\$ 962,700
Graviton	\$1,310,400
LCS Technologies	\$1,433,200
NTT Data	\$2,245,986.50

The evaluation team reviewed and evaluated the final four vendors based on their response to the proposal; presentation of City needs, their proposed solutions, proposed cost and upgrade expertise. It was determined that Graviton Consulting Services, Inc. (Graviton) best met the City's upgrade implementation needs and

provided the best value to the City. Graviton brings consultants familiar with the City's business processes and customizations that will greatly enhance the efficiency and timeliness of the necessary upgrade. Graviton's bid included implementing Travel and Expense functionality in conjunction with the Finance Module which will greatly benefit the City.

CherryRoad was the lowest priced responsive proposal, but was advocating a cloud based solution. The evaluation team deemed it was not in the best interest of the City to pursue a cloud based solution in this case. While cloud based solutions can be advantageous to organizations in specific circumstances, the City has made significant investments in existing infrastructure to support enterprise applications. The proposed cloud solution would ultimately be much more expensive when all costs were considered, including costly ongoing annual hosting fees. In addition, eCAPS has sophisticated integration points with numerous City systems, special reports, customizations, work flow, etc. that the cloud solution would not support or cost extra to support.

PROJECT #: A07000600  
PROJECT NAME: PeopleSoft FSCM and HCM 9.2 Upgrade  
DEPARTMENT: Information Technology  
DIVISION: IT Innovation

**CITY OF SACRAMENTO**

**PROFESSIONAL SERVICES AGREEMENT \***

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

*Graviton Consulting Services, Inc.  
8950 Cal Center Drive, Suite 255  
Sacramento, CA 95826  
(916) 588-2655*

(“CONTRACTOR”), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
  
2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
  
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

---

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

- 4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: John F. Shirey

Title: City Manager

APPROVED AS TO FORM:

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

ATTEST:

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

**Attachments**

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

**CONTRACTOR:**

Graviton Consulting Services, Inc.  
NAME OF FIRM

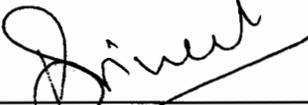
90-0547175  
Federal I.D. No.

C3301923  
State I.D. No.

1009263  
City of Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (check one):**

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

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

Vineet Srivastava, President  
Print Name and Title

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: Graviton Consulting Services, Inc.

Address: 8950 Cal Center Drive, Suite 255, Sacramento, CA 95826

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

  
Vineet Srivastava (Sep 15, 2015)

Sep 15, 2015

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

\_\_\_\_\_  
Date

Vineet Srivastava, President  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Brian McKee, IT Manager  
Information Technology Department  
915 I Street, Third Floor  
Sacramento, CA 95814  
(916) 808-7907  
bmckee@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Vineet Srivastava, President  
*Graviton Consulting Services, Inc.*  
8950 Cal Center Drive, Suite 255  
Sacramento, CA 95826  
(916) 588-2655  
[Vineet@gravitonconsulting.com](mailto:Vineet@gravitonconsulting.com)

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

**2. Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

**3. Conflict of Interest Requirements.**

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

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

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

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

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

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

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

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

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

4. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
5. **Time of Performance.** The services shall begin immediately on the date provided on the first page of this Agreement through August 31, 2016. CITY shall go-live with the Human Capital Management and Finance Supply Capital Management modules by the end of May of 2016. "Go-Live" means that each phase of the Project has entered productive or successful use.

## SCOPE OF SERVICES

This Attachment 1 to Exhibit A (“Attachment”) supplements and incorporates by this reference the Professional Services Agreement (the “Agreement”) between Graviton Consulting Services, Inc. (“CONTRACTOR”) and the City of Sacramento (“CITY”) for the implementation of Electronic Citywide Accounting and Personnel System (“eCAPS”). Capitalized terms not otherwise defined herein shall have the meaning given in the Agreement. In the event of a conflict between this Attachment and the Agreement, the terms of this Agreement shall prevail.

### 1. DEFINITIONS

For the purposes of this Agreement and all Exhibits and attachments hereto, the following terms, phrases, words, and their deviations shall have the meaning given herein and apply generally to this Agreement and other terms, phrases, words and their deviations shall have the meaning given in other portions of this Agreement. Words not defined in this Agreement shall be given their common and ordinary meaning. The word “shall” is always mandatory.

“End-User(s)” mean those employees or agents (who are not potential or actual competitors of CONTRACTOR) of CITY whom CITY authorizes to access and use the Services.

“CITY Project Manager” means the representative of the CITY designated to oversee the provision of the Services by CONTRACTOR on a day-to-day basis.

“CONTRACTOR Personnel” means the CONTRACTOR Project Manager, the Key Personnel, and all employees of CONTRACTOR, and all employees of subcontractors of CONTRACTOR, who are providing the Services at any time during the Project Term. An individual within such description is a “CONTRACTOR Person.”

“CONTRACTOR Project Manager” means the CONTRACTOR Person designated to manage the day-to-day provision of the Services.

“CRYSTAL report” means printed report containing data from Oracle’s PeopleSoft applications. The application helps generate reports in a variety of different formats, including Microsoft Word documents, and spreadsheets into clear and easy-to-read printed materials.

“Deliverable” means the items identified as “Deliverables” or a “Deliverable Material” in the Scope of Services.

“Documentation” means, collectively: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to the eCAPS; (ii) all user, operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials that describe the functional, operational, and/or performance capabilities of the eCAPS; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial materials, schematics, and other documents that represent, demonstrate, or explain the Services and Work Product.

“Electronic Citywide Accounting and Personnel System” (“eCAPS”) describes the system, which resulted in the acquisition and implementation of Oracle’s PeopleSoft software to replace the legacy citywide systems for Finance, Human Resources, Payroll, Benefits and Budget within the City of Sacramento.

“Finance Supply Chain Management (“FSCM”) means the application within the Oracle’s People software supporting the Finance and Budget systems for the CITY.

“Human Capital Management (“HCM”) means the application within Oracle’s People software, which supports the Human Resources and Benefits for the CITY.

“Key Personnel” means those CONTRACTOR Personnel (or the holders of those positions with CONTRACTOR) who are identified in the SOW and such other CONTRACTOR Personnel as the parties may agree, in writing, to designate as Key Personnel. The initial Key Personnel are the Project Manager.

“PeopleTools” describes the proprietary platform created under the Oracle’s People software for enterprises to integrate human capital management, financial management, supply chain management, and other tools.

“Production System” describes the industrial lingual of the computer program, which is the Oracle People Soft eCAPS version 9.1.

“Productive Use” means successful use of the eCAPS System, or portions thereof, to run the business of the CITY.

“Services” means the installation, implementation, integration, configuration, and other services with respect to the eCAPS System that CONTRACTOR is engaged to perform pursuant to this Agreement.

“Quality Assurance (“QA”) describes a systematic process to checking to see whether a product or service being developed is meeting specified requirements.

## **2. BACKGROUND**

In 2007, the City of Sacramento (“CITY”) initiated an Enterprise Resource Planning project, known as Electronic Citywide Accounting and Personnel System (“eCAPS”), which resulted in the acquisition and implementation of Oracle’s PeopleSoft software to replace the legacy citywide systems for Finance, Human Resources, Payroll, Benefits and Budget. These core systems are essential in the day to day fiscal and personnel operations of the CITY. Every four to five years, eCAPS must be upgraded to the latest version of PeopleSoft to ensure the necessary continued technical support from Oracle( the “Project”).

## **3. PROJECT OVERVIEW**

The CITY has the following PeopleSoft modules, and requires CONTRACTOR to assist CITY staff in the upgrade of these modules from the current version of 9.1 to version 9.2. The modules are:

- Finance Supply Chain Management (“FSCM”) Application
- Human Capital Management (“HCM”) Application

In addition, CONTRACTOR shall upgrade CITY's PeopleTools version 8.52 to PeopleTools 8.54 and configure a Time and Expense feature within the FSCM Application.

#### **4. TECHNICAL SUPPORT SERVICES**

CONTRACTOR shall also provide technical support Services for the Project, including, but not limited to the following components:

1. Analysis of customized/retrofit options where the CITY stakeholders and personnel of the Project have determined that there may be an advantage in a new process, workflow, interface, etc.
2. Provide Development Services such as applying configurations, conversions, and solution development to CITY's current eCaps version 9.1, the production system, as a result of any new version functionality or process improvement opportunity derived from the upgrade.
3. Provide technical support to CITY in its transition from existing Crystal reports to XML Publisher. CONTRACTOR may convert delivered Crystal reports to XML and retrofit them as per the CITY's needs and provide knowledge transfer for CITY staff to convert all the retrofitted reports.
4. Conduct Testing which includes developing and oversight of a test plan, execution of test scripts, and providing Documentation of adequate and sufficient testing including load testing.
5. Identify any impact that redesign of screens or adoption of new processes will have on end-users.
6. Deploy upgrade scripts and retrofits for development, test, and production environments of Finance and HCM Applications.
7. Develop upgrade scripts and retrofits for development, test and production environments for PeopleTools.
8. Knowledge transfer to CITY staff involved in the technical upgrade project. "Knowledge transfer" is the process by which CITY personnel glean new skills from CONTRACTOR as CITY and CONTRACTOR work together on like tasks.
9. Provide Post-support (120 hours of on-call support on an as-needed basis after the go-live of each phase).
10. Meet with internal CITY IT project staff and stakeholders in order to plan and coordinate project duties and schedule.
11. Upgrade the current PeopleSoft HCM application version 9.1 to version 9.2.
12. Leverage new functionality from the latest version (9.2).
13. Retrofit and retain, redesign, or reduce existing customizations.
14. Assist in migration, test and verification of all current business, module and processing rules in the new version (9.2).
15. Migrate, test and verify all current interfaces in the new version 9.2 environments including the ones currently in development.
16. Review and leverage the latest release of PeopleTools.
17. Configure the Travel and Expense features of the FSCM module and turn it over into production along with the Financials.

#### **5. CONTRACTOR PERSONNEL**

CONTRACTOR shall use personnel experienced with developing and executing training plans, including content development and delivery, to assist the CITY in meeting any end-user training needs that may develop as a result of the upgrade. Such end-user training will be for CITY subject matter experts on any significant changes to eCaps as a result of the upgrade. Knowledge transfer will be an ongoing process throughout the entire Project and shall provide verbal and written knowledge transfer.

**CONTRACTOR's Project Manager.** CONTRACTOR represents that CONTRACTOR's initial Implementation Manager ("CONTRACTOR's Project Manager"), and any replacement Contractor Project Manager, shall be an experienced manager who shall be knowledgeable as to the CITY's activities related to the System and shall direct the efforts in fulfilling CONTRACTOR's obligations under this Agreement. The CITY shall have the right to interview CONTRACTOR's initial Contractor Project Manager and any replacement Contractor Project Manager, and CONTRACTOR shall not designate any Contractor Project Manager without the CITY's prior written consent. CONTRACTOR shall not reassign its initial Contractor Project Manager during the Project Term of this Agreement without the CITY's prior written consent, or any permitted replacement Contractor Project Manager during the period beginning on the date such individual commences performing the Services hereunder, to other functions if doing so would require the alteration or reduction of such individual's contribution to, or involvement with, the Services.

**Key Personnel.** "Key Personnel" means those CONTRACTOR Personnel (or the holders of those positions with CONTRACTOR) who are identified in the SOW and such other CONTRACTOR Personnel as the parties may agree, in writing, to designate as Key Personnel. The initial Key Personnel are the CONTRACTOR's Project Manager. The CITY shall have the right to interview the initial Key Personnel and any replacement Key Personnel, and CONTRACTOR shall not designate any Key Personnel without the CITY's prior written consent. CONTRACTOR shall not reassign any individual designated as Key Personnel without the CITY's prior written consent during the period beginning on the date such individual commences performing the Services hereunder, to other functions if doing so would require the alteration or reduction of such individual's contribution to, or involvement with, the Services unless such alteration or reduction is determined to have no negative impact on CONTRACTOR's ability to perform the Services. CONTRACTOR shall obtain the CITY's prior written consent, which shall not be unreasonably withheld, thirty (30) days, or such shorter time as agreed by the parties, in advance of any assignment of any Key Personnel resulting in the alteration or reduction of time expended by such individual in performance of CONTRACTOR's duties under this Agreement. In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by CONTRACTOR and therefore becomes unable to perform the functions or responsibilities assigned to him or her, CONTRACTOR shall (i) within forty-eight (48) hours, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within one (1) month provide a permanent replacement of similar skills, knowledge and training who is subject to the prior approval of CITY.

**Qualified Personnel.** CONTRACTOR agrees that each Contractor Person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement and as specified by the CITY from time to time. For each Contractor Person, to the extent permitted by, and in accordance with, applicable law, CONTRACTOR shall conduct routine reference checks (e.g., work experience), verification of education and technical training, and background checks (e.g., felony and misdemeanor conviction check), and any other checks required by law. CONTRACTOR agrees that each Contractor Person will be properly trained to perform the Services and is oriented with respect to the policies and procedures of the CITY. The CITY shall not be required to pay any Fees relating to any Contractor Person

prior to such time as the training and orientation with respect to such Contractor Person is completed and such Contractor Person commences performing the Services hereunder.

**Removal and Replacement.** In the event CITY desires the removal or replacement of any of the CONTRACTOR personnel, CITY shall notify CONTRACTOR in writing. The CITY's decision to request the removal or replacement shall not be arbitrary or capricious in nature and CITY and CONTRACTOR agree to work in good faith to minimize any negative impact on the Services caused by the removal. CONTRACTOR shall accomplish any such removal within fourteen (14) calendar days after receipt of notice from the CITY and shall promptly replace such person with another person, acceptable to the CITY, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement.

## 6. PROJECT DELIVERABLES

**Deliverables.** Notwithstanding the limitations set forth herein, CITY shall be granted all right, title, and interest in and to the reports, graphs, charts, and other Documentation (collectively "Deliverables") provided to CITY or generated by the software using CITY data. CITY shall have no restrictions on CITY's use or dissemination of the Deliverables. At no time and for no reason shall the software, in object code or source code form, or any part thereof, or the processes, procedures, methods, ideas, or know-how of CONTRACTOR be considered as part of the Deliverables. Notwithstanding any other provision of the Agreement, "Deliverables" does not include CONTRACTOR's software Documentation or code in any format. All right, title and interest in and to the services and the software and any and all modifications, derivative works or innovations of the services or the software, including all Intellectual Property Rights embodied therein, shall be retained in full and owned by CONTRACTOR.

**Approval.** Drafts shall be provided, when applicable, of each deliverable prior to formal submittal. The CITY shall review and provide written approval or comments, as appropriate. In general, comments, issues, or sign-off shall be provided within five (5) business days after receipt of draft. If necessary and so instructed to do so, each deliverable will be revised as appropriate and another draft of the final version submitted within three (3) business days. The CITY shall respond to resubmitted deliverables within three (3) business days.

In the event that CITY fails to respond to a deliverable as required above, notice shall be given to the CITY Project Manager or designee. In the event that no response is received from the CITY within three (3) business days of the notice, the deliverable shall be deemed to be approved.

A Deliverable Acceptance Form for the CITY to indicate its approval, disapproval, or other comment shall accompany each deliverable submission. If the CITY and CONTRACTOR are unable to come to agreement on the acceptance of a Deliverable, the Dispute Resolution Process set forth below will be initiated.

The following are the Project deliverables, goals and expected outcomes:

<b>Deliverable</b>	<b>Description</b>	<b>Expected Outcome</b>
1	FSCM - Project Initiation Phase	Completed Project Work Plan, a detailed project Budget, a documented Technical Approach and an approved Communications Strategy. Sign off shall include these items and the PeopleSoft 9.2 demo environment.
2	FSCM – Fit/Gap Phase	Completed Fit/Gap analysis document, a prioritized development list and completion of the initial upgrade pass. Have PeopleSoft 9.2 development environment ready.
3	FSCM - Development Phase	Complete a Requirements, design and configuration workbook. Complete a Function and Technical design document for RICEW components (reports, Interfaces, conversion programs, enhancements and workflow). Completed Security Approach, Training Materials and Test Plan. Sign off on all these items and Unit Testing.
4	FSCM – Testing Phase	Complete all System Test Scripts. 9.2 test environment is ready for system and integration testing. System integration testing is complete. 9.2 Quality Assurance (“QA”) Environment is ready for user acceptance testing. User Acceptance Testing is Complete. 9.2 environments are ready for parallel and mock close testing.
5	FSCM – Training Phase	Complete and sign off on all user training.
6	FSCM – Go Live	Complete project plan, convert to production environment.
7	FSCM – Post Go Live Support	Post Go Live support as needed.
8	HCM – Project Initiation Phase	Completed Project Work Plan, a detailed project Budget, a documented Technical Approach and an approved Communications Strategy. Sign off shall include these items and the PeopleSoft 9.2 demo environment.
9	HCM – Fit/Gap Phase	Completed Fit/Gap analysis document, a prioritized development list and completion of the initial upgrade pass. Have PeopleSoft 9.2 development environment ready.
10	HCM – Development Phase	Complete a Requirements, design and configuration workbook. Complete a Function and Technical design document for RICEW components (reports, Interfaces, conversion programs, enhancements and workflow). Completed Security Approach, Training Materials and Test Plan. Sign off shall include all these items, and

		System Design and Unit Testing.
11	HCM – Testing Phase	Complete all System Test Scripts. 9.2 test environment is ready for system and integration testing. System integration testing is complete. 9.2 QA Environment is ready for user acceptance testing. User Acceptance Testing is Complete. 9.2 environments are ready for parallel and mock close testing.
12	HCM – Training Phase	Complete and sign off on all user training.
13	HCM – Go Live	Complete project plan, convert to production environment.
14	HCM – Post Go Live Support	Post Go Live support as needed.

**7. WARRANTIES**

A. CONTRACTOR represents and warrants that for a period of ninety calendar days following the final acceptance by the CITY, the Services and all other deliverables furnished hereunder by CONTRACTOR shall: (i) meet the functionality requirements set forth in the Scope of Services, (ii) be free from all material defects; and (iii) perform in accordance with the applicable specifications and configurations. CONTRACTOR further represents and warrants that all CONTRACTOR-provided software configurations, modifications, customizations, data conversions and interfaces will function properly and in accordance with the Functional and Technical Design Documents, separately and as a fully integrated system, and when operated together will not cause any material delays, defects, or problems with the PeopleSoft system.

B. CONTRACTOR shall not be responsible for (i) software changes, software additions, software modifications, applied patches or fixes or data irregularities caused by the CITY to any portion of the PeopleSoft system unless such actions are taken under the direction of CONTRACTOR; and (ii) non-performance issues that result from third-party hardware or firmware malfunction or defect.

C. CITY will provide CONTRACTOR with written notification of the error and a detailed explanation of why the error does not meet the functionality requirements set forth. CONTRACTOR shall provide CITY with a problem identification and resolution plan for the warranty violation within five (5) calendar days of receiving notification. CONTRACTOR shall work with the CITY to promptly resolve the warranty issue within the agreed resolution plan timeframe. CONTRACTOR shall use commercially reasonable efforts to satisfactorily resolve the warranty issue within thirty (30) calendar days, or as otherwise agreed to by the parties after being notified of a warranty violation.

If said warranty violation is preventing the CITY from using the eCaps system for Productive Use (a “Critical Violation”), CONTRACTOR shall respond to the notification within twenty-four (24) hours with a proposed resolution plan. CONTRACTOR will dedicate sufficient resources to satisfactorily resolve the Critical Violation as soon as practicable according to the resolution plan. CONTRACTOR will use commercially reasonable efforts to satisfactorily resolve the resolution within seven (7) calendar days after being notified of a Critical Violation.

For purposes of this Section, “Resolution of an error” shall include, but not be limited to, the following:

1. Provide a workaround for the error that allows the Software System to support the CITY's business operations.
2. Provide for manual processing.
3. Provide a system fix or update.
4. Provide a correction to the Software System setup.

D. If after thirty (30) calendar days from notification CONTRACTOR is unable to correct the warranty violation, CITY shall be entitled to receive a refund of the amounts paid to CONTRACTOR under this Agreement. The remedies specified in this section are not exclusive of any others CITY may have.

## **8. SYSTEM ACCEPTANCE**

**A. Conditional Acceptance.** Conditional acceptance of the system is granted by CITY when, as evidenced by the successful completion of user acceptance testing in a non-production environment, the functional requirements set forth in the Scope of Services are met. Conditional acceptance may be granted notwithstanding the existence of open issues if: (a) the CITY Project Manager determines that none of the open issues significantly impairs the CITY's ability to use the system; and (b) a mutually agreeable issues work plan is identified to resolve the open issues ("Conditional Acceptance Issues Work Plan"). Open issues include, but are not limited to, issues from the user acceptance tests and all open test issues on the test incident log regardless of the type of test.

A course of action to resolve the open issues may include, but is not limited to, completing the fixes during post-production support, utilizing a combination of resources from the CITY and CONTRACTOR to complete the fixes, and/or deferring the issues(s) or functionality to a later date.

**B. Final Acceptance.** Once Conditional Acceptance has occurred and the system has been moved to the production environment, CITY shall have one hundred and twenty (120) business days from Conditional Acceptance to validate and provide Final Acceptance of the system or notify CONTRACTOR in writing of issues that remain open and how the issues do not meet the functional requirements set forth herein.

Final Acceptance is granted by CITY when CONTRACTOR has resolved assigned issues described in the Conditional Acceptance Issue Work Plan. Final Acceptance may be granted notwithstanding the existence of open issues if: (a) the CITY Project Manager determines that none of the open issues significantly impairs the CITY's ability to use the system in a production environment; and (b) a mutually agreeable issues work plan is identified to resolve the remaining open issues ("Final Acceptances Issues Work Plan").

The course of action of the Final Acceptance Issues Work Plan may include but is not limited to, completing the fix during post production support, utilizing a combination of resources from the CITY and CONTRACTOR to complete the fix, and/or deferring the issue or functionality to a later date. If the CITY and CONTRACTOR are unable to reach an agreement on the issues work plan the Dispute Resolution Process will be utilized.

The CITY shall notify CONTRACTOR in writing of its Final Acceptance of the Software System. Except as provided in this section, in no event shall any other action or inaction by the CITY, including the CITY's use of the system in a production environment, constitute Final Acceptance of any portion of the system.

#### **9. DISPUTE RESOLUTION PROCESS**

Any dispute, disagreement, claim or controversy between the parties arising of or relating to this Agreement (the "Disputed Matter") shall be resolved by first having the Project Manager for CONTRACTOR and the CITY Project Manager meet for the purpose of endeavoring to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the Managing Director level of CONTRACTOR and CITY's Information Technology Department Director. Failing such mutual agreement to resolve the dispute, the parties may pursue any other legal recourse available to it. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable or injunctive relief, may begin the dispute until the resolution procedure described above is completed.

## EXHIBIT B

## PROFESSIONAL SERVICES AGREEMENT

## FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,310,400.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a deliverable basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
- 3.
4. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
5. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
  - D. Requests for payment shall be sent to:

Brian McKee, IT Manager  
Information Technology Department  
915 I Street, Third Floor  
Sacramento, CA 95814  
(916) 808-7907  
bmckee@cityofsacramento.org

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

Attachment 1 to Exhibit B

**FEE SCHEDULE**

1. **Fee Schedule.** The total sum of the Agreement will not exceed \$1,310,400. The following is the associated fee schedule for this engagement:
  
2. **Deliverable Based Payment Schedule.** Each deliverable listed below shall require a completed Deliverable Acceptance Form (Attachment 2 to Exhibit B), reviewed and approved by the CITY as indicated in Section 6 of Attachment 1 to Exhibit A, prior to the CITY issuing any payments to CONTRACTOR for services rendered as listed below

Application	Milestones	Cost	Total Cost
FSCM	Project Initiation - 10%	73,710	
	Fit/Gap Phase - 20%	147,420	
	Development Phase - 20%	147,420	
	Testing Phase - 15%	110,565	
	Training Phase - 5%	36,855	
	Go-Live - 25%	184,275	
	Post-Support Phase - 5%	36,855	
	<b>FSCM Subtotal</b>		
HCM	Project Initiation - 10%	57,330	
	Fit/Gap Phase - 20%	114,660	
	Development Phase - 20%	114,660	
	Testing Phase - 15%	85,995	
	Training Phase - 5%	28,665	
	Go-Live - 25%	143,325	
	Post-Support Phase - 5%	28,665	
	<b>HCM Subtotal</b>		
<b>Proposed Project Total</b>			<b>\$1,310,400</b>

<b>DELIVERABLE ACCEPTANCE FORM</b>	
<b>Purpose:</b> The Deliverable Acceptance Form signifies sign-off of the delivered solution, it verifies what deliverables are being turned over to the CITY and that the CITY has accepted / approved those deliverables.	
<b>Date</b>	
<b>Project Name</b>	
<b>Important Notes for Completing this Document</b>	
Each section of the Deliverable Acceptance Form must be completed in full. If a particular section is not applicable to this project, then you must write <i>Not Applicable</i> and provide a reason.	

<b>LIST OF PROJECT DELIVERABLES COMPLETED</b>	
<b>Deliverables and Description of Work Completed</b>	
<b>Acceptance Response (Completed by CITY Project Manager)</b>	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted until below issues are addressed
<b>Issues / Comments</b>	

<b>PREPARED BY</b>	
<b>CONTRACTOR Project Manager</b>	
	(name) (signature) (date)
<b>REVIEWED BY</b>	
	(name) (signature) (date)
<b>APPROVED BY</b>	
<b>CITY Project Manager</b>	

	(name)	(signature)	(date)
--	--------	-------------	--------

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]

Not furnish any facilities or equipment for this Agreement;

or

X Furnish the following facilities or equipment for the Agreement [list, if applicable]:

1. The CITY will provide workspace, basic office supplies, telephones and access to necessary systems and resources during the project.
2. The CITY will provide workstations for the vendor's project team members.
3. The CITY will be responsible for the installation of all databases and other system software installations throughout the project. The technical architecture changes or additions necessary to support the project and ongoing efforts will be completed by the CITY.
4. The vendor may assume that all identified technical infrastructure requirements have been, or will be satisfied at an appropriate time throughout the project. This includes all hardware and software requirements.

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

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

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
- 9. Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. 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 Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

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

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” \_\_\_\_\_ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is \_\_\_\_\_ Is not X [check one] required for this Agreement.

If required, such coverage must be continued for at least \_\_\_\_\_ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, 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:VI. 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 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) 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 or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
  
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
  
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

**13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

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

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

**16. Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
  
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
  
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

**EXHIBIT E****REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE****INTRODUCTION**

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

**APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

**DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

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

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
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



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

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

The included employee benefits are:

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

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

### **You May . . .**

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

City of Sacramento  
Procurement Services Division  
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, Contract Services Unit, at the same address, containing the details of the alleged violation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2015

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

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

<b>PRODUCER</b> Zenefits FTW Insurance Services, Inc. 303 2nd Street, Suite 401 North Tower  San Francisco CA 94107		<b>CONTACT NAME:</b> Sally Poole <b>PHONE (A/C No. Ext.):</b> 415-798-9372 <b>E-MAIL ADDRESS:</b> spool@szenefits.com <b>FAX (A/C No.):</b>	
<b>INSURED</b> Graviton Consulting Services, Inc. 8950 Cal Center Drive Ste 203 Sacramento, CA 95826		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Hartford <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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

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

INSR L/R	TYPE OF INSURANCE	TAXE/BOUN		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	W/D				EACH OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			67SBMZW9529	12/23/2014	12/23/2015	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMPROP AGG	\$ 4,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						HNO Auto	\$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BOODY INJURY (Per person)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						BOODY INJURY (Per accident)	\$
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident)						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	67SBMZW9529	12/23/2014	12/23/2015	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> RETENTION \$ 10,000							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57WECG12855	12/23/2014	12/23/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	<input type="checkbox"/> Employer's Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	00TE0268535-14	02/16/2015	02/16/2016	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Each Occurrence: \$2,000,000	
							General Aggregate: \$2,000,000	
							Retention Limit: \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Sacramento is listed as an additional insured.

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o EBIX RCS PO Box 257., Ref # 106-2352551 Portland, MI 48875-0257	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Parker Conrad
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE CITY OF SACRAMENTO  
ITS OFFICIALS, EMPLOYEES, & VOLUNTEERS  
5730 24TH STREET BUILDING #1  
SACRAMENTO CA 95822

CITY OF SACRAMENTO  
C/O EBIX BPO  
PO BOX 257  
PORTLAND, MI 48875  
REF # 106-Z352551

SUZUKI MOTOR OF AMERICA, INC.  
ATTN: MARTHA P. BARRERA  
PO BOX 1100  
3251 E IMPERIAL HWY  
BREA, CA 92822

106-2352551

**Meeting Date:** 9/29/2015

**Report Type:** Consent

**Report ID:** 2015-00811

**Title:** Park Site CC1 Master Plan Amendment and Creation of Park Development Capital Improvement Project

**Location:** District 4

**Recommendation:** Pass a Resolution: 1) adopting the Park Site CC1 Master Plan amendment; 2) establishing a new capital improvement project for Park Site CC1 Design and Development (L19011800); 3) and appropriating \$800,000 from Quimby Act (Fund 2508) to Park Site CC1 Design and Development (L19000000).

**Contact:** C. Gary Hyden, Manager, Park Planning and Development, (916)-808-1949, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Park Site Location Map
- 4-Approved Master Plan
- 5-Master Plan Amendment
- 6-Resolution

---

### **City Attorney Review**

Approved as to Form  
Sheryl Patterson  
9/22/2015 10:47:05 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Gary Hyden - 9/11/2015 3:53:32 PM

## Description/Analysis

**Issue Detail:** The City Council previously adopted the Park Site CC1 Master Plan and the recommendation is to amend the Plan as shown in Exhibit A based on community input. The primary difference between the original master plan and the amended master plan is the inclusion of a dog park, with large and small dog areas interwoven with a smaller plaza. The community garden proposed in the original master plan will remain.

Staff also recommends that City Council establish a new capital improvement project (CIP) for Park Site CC1 as L19011800 and appropriate \$800,000 from the Quimby Act (Fund 2508) to L19011800. These funds will be used to develop construction documents, obtain necessary permits and construct the first phase of the park.

**Policy Considerations:** Providing parks and recreation facilities is consistent with the City's strategic plan to achieve sustainability and livability and to expand economic development throughout the City.

In general parks within the City that do not function as an evening athletic venue have operation hours from dawn to dusk. However, given the unique location and design of this facility, evening use lighting has been incorporated into the design. The evening use lighting will be constructed in a future phase. Once the lighting is in place, and upon approval of the Director of Parks and Recreation, operation hours for this facility will be extended from dawn to 10:00 p.m.

As stated in City Council Resolution No. 2009-406, Sections 10.2 and 10.8, City Council approval is required to establish CIP projects and make appropriation changes exceeding \$100,000.

Utilizing Quimby Act Fees In Lieu (of land dedication), Fund 2508, for improvements to a park is consistent with Sacramento City Code Section 16.64.060 as these funds will be used for the "...improvement, and expansion of the public parks, playgrounds, and recreational facilities."

**Economic Impacts:** This park design construction project, which totals \$800,000, is expected to create 5.4 total jobs (3.3 direct jobs and 2.1 additional jobs through indirect and induced activities). Furthermore, it will create \$493,948 in total economic output (\$311,339 of direct output and another \$182,609 of output through indirect and induced activities).

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

**Environmental Considerations:** The Environmental Services Manager has determined that the project components proposed with the amended master plan for the park is exempt from CEQA under Section Number 15303(3) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.). Exemption 15303(3) consists of construction of small accessory structures.

**Sustainability:** The Amended Master Plan for Park Site CC1 has been reviewed for consistency with the goals, policies, and targets of the Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2035 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness activities. The park development is also consistent with sustainable design through the use of recycled steel for the fencing and site furnishings, the use of water efficient irrigation controlled by the centralized irrigation system, of low water-use shrubs, native plants, 20% less turf, and more naturalized, drought-tolerant plantings to minimize water use.

**Commission/Committee Action:** The City of Sacramento Parks and Commission recommended approval of the Amended Park Master Plan for Park Site CC1 at a regular meeting on September 3, 2015.

**Rationale for Recommendation:** The design of Park Master Plans is part of the park planning process as referenced in the approved *2005-2010 Parks and Recreation Master Plan*.

Establishment of capital improvement projects require the approval of City Council. The recommendations within this report will allow staff to ensure that the available financial resources to provide capital improvements are maximized and that progress continues on priority projects.

**Financial Considerations:** There were unbudgeted Quimby fees received in FY2015 for this community plan area that can be dedicated to this project for the design plans, construction documents, necessary permits and construction of the first phase of the park.

Development of parks creates an ongoing cost for park maintenance and utilities are based on the size of the park. The normal annual maintenance cost for this additional 0.9 acres of park development is approximately \$15,000 per acre or \$13,500±. However many of the elements proposed in the Master Plan Amendment are custom in nature and well beyond what is normally constructed in a City park. Therefore, prior to award of the construction contract, it will be necessary to identify the magnitude of the costs for maintenance, repair, and replacement of these special elements. Furthermore it is essential that a permanent source of additional maintenance funding be established prior to construction of the park. There are proposed housing subdivision developments nearby that will be required to annex into the citywide park maintenance assessment district so that some additional funding for maintenance of this park may be available in the future.

The Department of Parks and Recreation's operating budget may need to be augmented for the maintenance and water and utility costs for this park before construction is completed.

**Local Business Enterprise (LBE):** At this time no goods or services are being purchased as a result of this report.

## BACKGROUND

Park Site CC1 is a 0.9 acre neighborhood park, acquired between 2008 and late 2009 using primarily Workforce Housing Rewards Grand funds, administered through the State Department of Housing and Community Development.

The current Master Plan for the park shows a central water feature encircled by a hardscape plaza. The hardscape plaza space includes interesting patterns and designs to break the space. Seating and tables wrap around the water feature and are shaded by an overhead shade structure. Interactive art wraps around the opposite side of the water feature. Landscaping includes plantings with low water needs along the park's border with light rail tracks and in several raised planting beds containing seat-walls. The park has three entry points; the main entry to the park is from the street corner at 19<sup>th</sup> and Q Streets and the southeast corner of the park, also on 19<sup>th</sup> Street. A third entry is located on Q Street in the northwest corner of the site. Because 19<sup>th</sup> Street is a busy one-way street, safety fencing will be installed along the 19<sup>th</sup> Street border. In addition, the park design ties into the surrounding neighborhood by continuing the bench design and overhead trellises that are found along the 19<sup>th</sup> Street frontage between the regional transit lines and S Street (in front of the shopping center containing the Midtown Safeway). A small turf area is proposed along Q Street. The park also includes a 25 plot community garden along the western border.

Many residents in the surrounding neighborhood expressed a desire for the addition of a dog park in the master plan and the need for other uses to activate the park.

A public workshop was held to solicit input regarding the addition of a dog park in the master plan. Inclusion of a dog park was strongly supported by the workshop attendees. There was no opposition to the concept expressed.

A revised master plan was developed and presented to the Parks and Recreation Commission (PRC). The revised master plan was reviewed by the PRC and additional public comment was given. The PRC supports City Council approval of the Amended Master Plan for Park Site CC1 as shown in Exhibit A.

The following are the element descriptions for the Amended Master Plan for Park Site CC1:

**Public Plaza:** The public plaza will be approximately 3,000 square feet. The plaza will be oriented to the corner of Q and 19<sup>th</sup> street. It will have a visual impact that can be experienced by motorists and pedestrians. It will reflect the character of Midtown in architecture and scale.

A significant interactive public art sculpture will anchor the corner of Q and 19<sup>th</sup> Street. The plaza will function as an urban plaza and gateway to the adjacent dog park facilities.

**Perimeter Development:** The public plaza area will avoid extensive hardscape interface with the street frontage by providing a minimum five foot landscape buffer between the street and dog park fencing. If turf is used adjacent to the street frontage it will be a minimum of twenty five feet wide. The property line adjacent to the Regional Transit line will maximize the useable space in the park by developing a semi-transparent fence at the property line, to match fencing type at designated park areas. The fence facing the park will have public art relevant to the adjacent park use. The art will not be part of the City's permanent Art In Public Places collection. It will be considered temporary. This will allow maximum flexibility and control in artist selection and art design. Although not considered part of the permanent collection, the fence

art will require Sacramento Municipal Arts Commission approval. The dog park fencing will consist of vinyl clad chain link fencing with top and bottom rails, decorative tubular steel fencing, or other material approved by the City. The fencing color will be selected based on the overall site development design scheme. The fence will be designed in a fashion to prevent small dogs from escaping. The side of the dog park that borders the community garden will have an eight foot landscape buffer between the garden plots and the dog park with the fence located on the dog park side of the buffer.

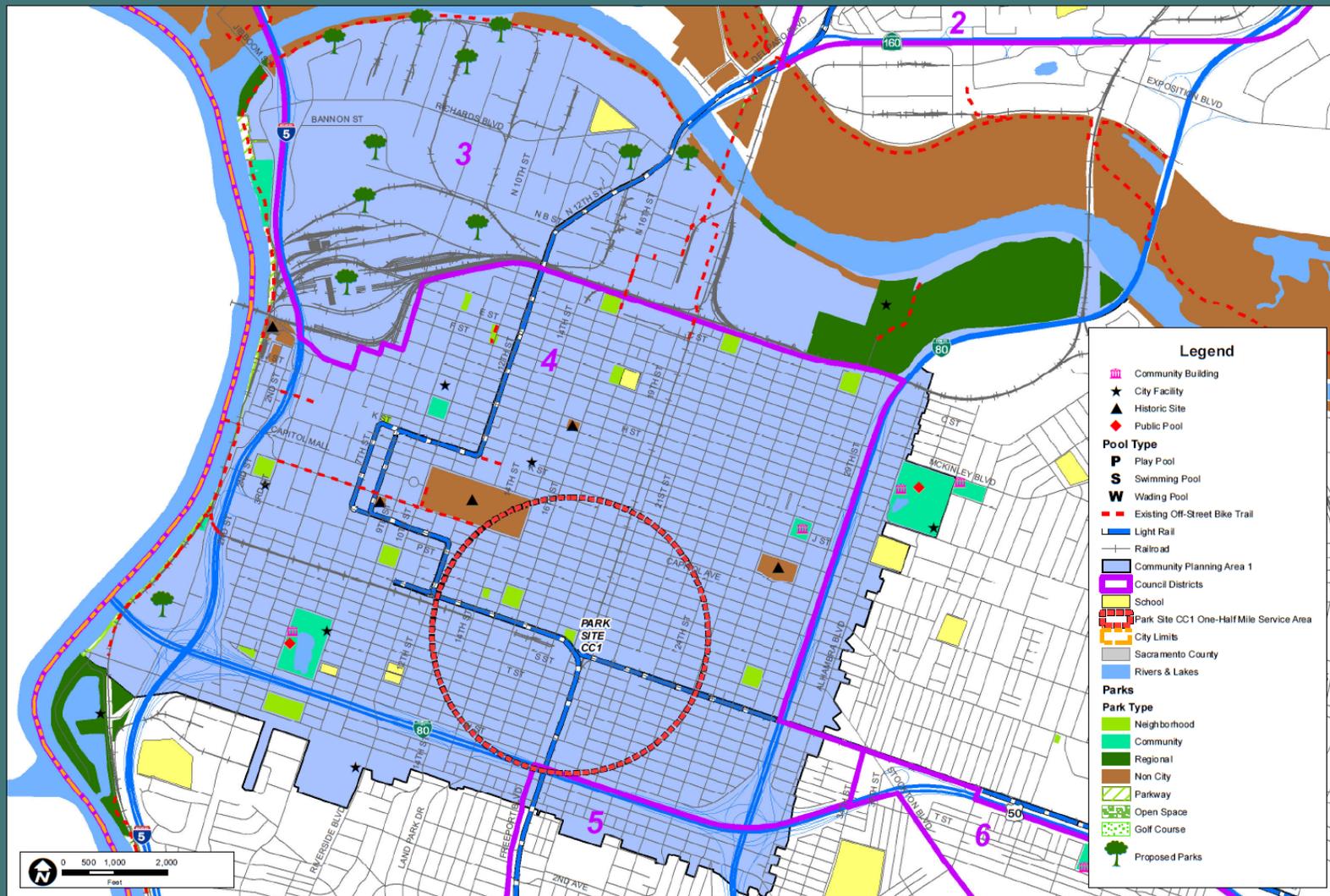
**Dog Park Areas:** Separate fenced areas for large dogs and small or timid dogs separated by fencing is strongly recommended. The large dog area will be a minimum of 10,000 square feet and the small and/or timid dog area will be a minimum of 5,000 square feet. Each area will have a sally-port gate system to allow dog owners to leash and unleash their dogs in a safe and controlled space. The dog park areas will have drinking fountains, benches and shade (both natural and fabricated.) Each dog park area will have a minimum of one shade structure. Each shade structure top shall be solid (fabric or metal) and provide a minimum of 200 square feet of shade with a hard surface area equal in size on the ground plane directly below. A portion of the shade area ground surface can accommodate fixed seating (benches, etc., however a portion will also be left open to accommodate portable chairs brought to the site by dog owners. The surfaces for the dog park will be those recommended in the current dog park design literature and approved by the City. Use of natural turf will be kept to a minimum.

**Community Garden:** The Community Garden will follow the proven design principles employed in the other successful community gardens in the City. Although the community garden is funded as a separate project, the design must be well integrated with the other elements of the facility as described in the "Design Concept".

**Plant Palette and Design:** The plant palette will reflect the "new realities" of water conservation planting in California. And, to the extent possible it will also function as an informal demonstration garden for drought tolerant planting. The use of the "River Friendly Planting Guidelines" is strongly encouraged. The planting design will also follow the CPTED principles for planting, including sightlines, shrub heights, etc. Plants will also be selected for their ability to withstand the abuse common in a public setting as well as for their ability to provide continuous groundcover, color, and low maintenance. Use of perennials and annuals is strongly discouraged. The planting design will incorporate the use of mass plantings for color and texture effect. In addition, the development of a small tree grove using a species that provides the maximum seasonal interest while meeting the low maintenance requirements of public park projects is strongly encouraged. If turf is incorporated into the design it should provide useful functional passive space. The turf will be from sod and it will be a low water use turf approved by the City.

**Irrigation System:** The irrigation system will have an automatic controller that is compatible with and connected to the City's existing central control system. Subsurface and drip (emitter) irrigation will not be used.

**City of Sacramento**  
**Department of Parks and Recreation**  
**Park Site CC1**



Legend	
	Community Building
	City Facility
	Historic Site
	Public Pool
Pool Type	
	Play Pool
	Swimming Pool
	Wading Pool
	Existing Off-Street Bike Trail
	Light Rail
	Railroad
	Community Planning Area 1
	Council Districts
	School
	Park Site CC1 One-Half Mile Service Area
	City Limits
	Sacramento County
	Rivers & Lakes
Parks	
Park Type	
	Neighborhood
	Community
	Regional
	Non City
	Parkway
	Open Space
	Golf Course
	Proposed Parks



O:\GIS\_Projects\Parks\Quarterly Map Updates\PA1\_2008.mxd | January 28, 2009 jch

# CONCEPT PLAN

PAVING PATTERN



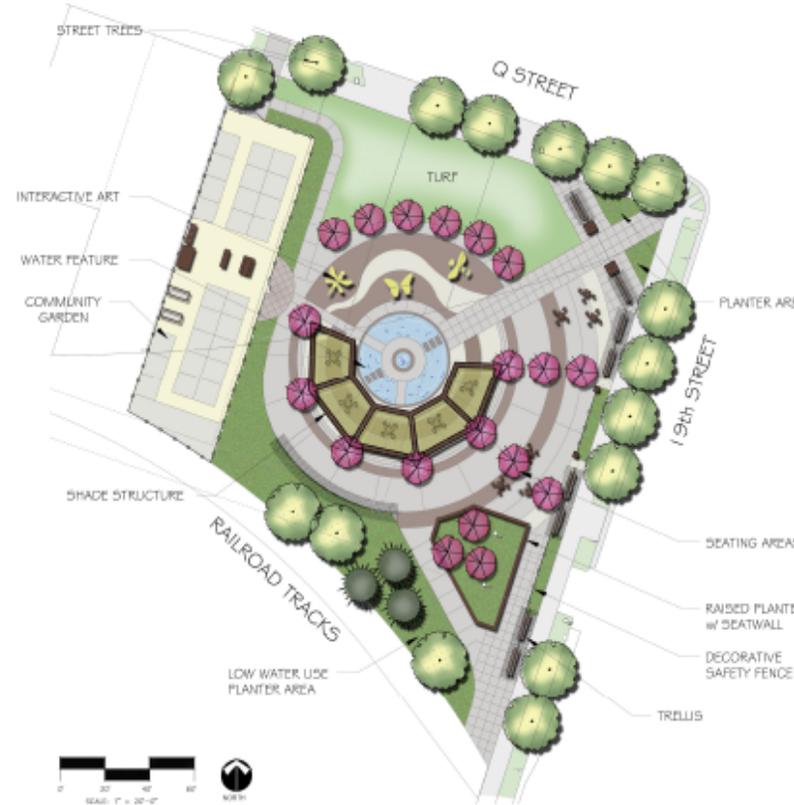
INTERACTIVE ART



COMMUNITY GARDEN



AUGUST 2011



DECORATIVE SAFETY FENCE



LOW WATER USE PLANTING



TRELLIS w/ PLANTING



## 19TH & Q STREET PARK

The City of Sacramento  
Parks and Recreation Department



# MIDTOWN DOG PARK

MASTER PLAN

**QUADRIGA**  
 landscape architecture and planning  
 sacramento | santa rosa | san francisco

**RESOLUTION NO. 2015-**

Adopted by the Sacramento City Council

**Approval of Master Plan Amendment for Park Site CC1 and Establishment of a Capital Improvement Project**

**BACKGROUND**

- A. Park Site CC1 is a 0.9-acre neighborhood park site located at the southwest corner of the intersection of 19th and Q Streets in midtown Sacramento.
- B. Park Site CC1 is a working name used by staff and is not the permanent name of the park site. In accordance with the City’s facility naming policy as contained in Resolution 2008-112 staff will return to the City Council for park name approval.
- C. The Park Master Plan for Park Site CC1 was approved by the City Council on May 29, 2012.
- D. A desire to include a dog park as part of the master plan for Park Site CC1 was expressed by residents and businesses in the surrounding neighborhood.
- E. A community meeting was held to allow for input on the proposed Park Site CC1 Master Plan Amendment(per Policies 2.0 and 13.37 of the *Parks and Recreation Master Plan 2005-2010*). This is part of the Park Development Process for park planning as stated in the *Parks and Recreation Master Plan*.
- F. The Parks and Recreation Commission recommended approval of the Park Site CC1 Master Plan Amendment on September 3, 2015.
- G. Utilizing Quimby Act Fees, Fund 2508, for improvements to a park is consistent with Sacramento City Code Section 16.64.060 as these funds will be used for the “...improvement, and expansion of the public parks, playgrounds, and recreational facilities.”

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1 The amended Master Plan for Park Site CC1, attached as Exhibit A is approved.
- Section 2 That a new capital improvement project (CIP) for Park Site CC1 is established as L19011800.
- Section 3 That \$800,000 from Quimby Act (Fund 2508) is appropriated to Park Site CC1 (L19011800).

**Meeting Date:** 9/29/2015

**Report Type:** Consent

**Report ID:** 2015-00783



**Title:** Capital Improvement Project for North 12th Complete Street Project (T15165000)

**Location:** Districts 3 and 4

**Recommendation:** Pass a Resolution: 1) establishing a new Capital Improvement Project (CIP) for the North 12th Complete Street Project (T15165000); and 2) transferring \$100,000 (Fund 2007) from the Major Street Improvement Project (T15138000) to the North 12th Complete Street Project (T15165000).

**Contact:** Judy Matsui-Drury, Associate Engineer, (916) 808-7610; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Engineering Services Admin

**Dept ID:** 15001111

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A (Location Map)

---

**City Attorney Review**

Approved as to Form  
Gerald Hicks  
9/22/2015 11:33:58 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 9/11/2015 3:43:42 PM

## Description/Analysis

**Issue:** The project converts the westernmost travel lane on North 12th Street from Richards Boulevard to H Street into a two-way cycle track with streetscape, to provide a direct connection from the Two Rivers Trail along the American River to Downtown Sacramento. A two-way cycle track would allow bicyclists to ride in both the northbound and southbound directions. The City and the Sacramento Housing and Redevelopment Agency (SHRA) entered into an Individual Project Agreement (IPA), allocating \$300,000 in Community Development Block Grant (CDBG) funds towards environmental clearance, engineering, and design for the improvements. Approval of the CIP and transfer of funds to the project will allow staff to proceed with the project. The environmental analysis and design of the project is anticipated to be completed within three years.

**Policy Considerations:** The project is consistent with the City General Plan goals of promoting safety and enhancing livability, sustainability, and economic vitality.

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment and are therefore not subject to CEQA review. Appropriate CEQA review for the project will take place as part of project development.

**Sustainability Considerations:** The project is consistent with the City's Sustainability Master Plan goals to help improve the health of residents by promoting walking and bicycling, and to create a healthier urban environment by constructing bike paths. The project will also reduce dependence on the private automobile, decrease the use of fossil fuels, and help meet air quality standards by providing an array of transportation choices near jobs for a balanced, healthy city.

**Others:** The project is consistent with the City's Mobility Element of the General Plan to create a well-connected transportation network, support increased densities and a mix of uses in multi-modal districts, help walking become more practical for short trips, and support bicycling for both short- and long-distance trips.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** On October 22, 2013, the City Council and the SHRA adopted resolutions R2013-0344, approving the 2014-18 Five Year Consolidated Plan and One Year Action Plan. The Action Plan recommended several capital improvement projects, one of which is the proposed North 12th Complete Street Project (T15165000). The City and SHRA entered into an Individual Project Agreement (IPA), effective April 1, 2015, for \$300,000 (Fund 2700) for the project. The establishment of a Capital Improvement Project (CIP) and the transfer of funds are necessary to proceed with the environmental clearance and design.

**Financial Considerations:** The preparation of the environmental documentation, preliminary engineering, and final design of the North 12th Complete Street Project (T15165000) is estimated to cost \$920,000.

The project will be funded with \$300,000 (Fund 2700) in CDBG funds, \$100,000 (Fund 2007) from the Major Streets Improvement Project (T15138000), and an anticipated \$520,000 (Fund 3703) from the statewide or regional Active Transportation Program funds which are contingent on grant results.

The CDBG funding in the amount of \$300,000 (Fund 2700) will be appropriated upon the establishment of the CIP. Approval of the transfer of \$100,000 (Fund 2007) from the Major Streets Improvement Project (T15138000) will bring the total project budget to \$400,000 which is sufficient to complete the environmental documentation and preliminary engineering for the project.

The federal funds in the amount of \$520,000 (Fund 3703) will be appropriated after federal obligation of the funds and will bring the total budget to \$920,000 which will be used for the final design.

As of August 19, 2015, the unobligated balance in the Major Street Improvements Project (T15138000) is \$1,043,989, which is sufficient to complete the transfer of \$100,000 (Fund 2007) to the North 12<sup>th</sup> Complete Street Project (T15165000).

There are no General Funds planned or allocated for this project.

**Local Business Enterprise (LBE):** No goods or services are being procured with this action.

**Background:**

The North 12<sup>th</sup> Complete Street Project converts the westernmost travel lane on North 12th Street between Richards Boulevard and H Street into a two-way cycle track that will provide a direct connection from the Two Rivers Trail along the American River to Downtown Sacramento. The addition of a two-way cycle track would allow bicyclists to ride in both the northbound and southbound directions on North 12th Street. This would make bicycle trips more convenient and provide a safer facility in conjunction with the existing sidewalk. The conversion of the travel lane will also help to slow traffic that crosses over the American River at freeway speeds to a level more compatible with driving in the Central City, and with bicyclist and pedestrian travel.

The U.S. Department of Housing and Urban Development (HUD) requires adoption of a Five-Year Consolidated Plan and an annual Action Plan to identify the programs and projects for expenditure of federal Community Development Block Grant (CDBG) funds. SHRA prepared the required Five Year (2014-18) Consolidated Plan and the One Year Action Plan to identify the programs and projects for expenditure of federal Community Development Block Grant (CDBG) funds. The North 12th Complete Street Project (T15165000) was one of the projects identified in the plan for implementation.

The North 12<sup>th</sup> Complete Street Plan was initiated as part of a Caltrans Environmental Justice Grant to investigate opportunities to improve the accessibility and safety of the corridor to better meet the evolving needs of the community. The project was led as a partnership between the City's Public Works Department and Economic Development Department. Early in the planning effort, a Technical Advisory committee was formed, consisting of representatives from various City departments along with Regional Transit, SHRA, SMUD and SACOG. The City did extensive public outreach with local businesses and residents in the Twin Rivers community throughout the course of the project. The North 12<sup>th</sup> Street Complete Street Project Concept Report was completed in February 2015 and included different project alternatives that were analyzed and evaluated for improvements to safety, accessibility, connectivity, cost effectiveness, and operational impacts.

On May 5<sup>th</sup>, 2015, the City Council approved staff to apply for design and construction funds through the State and Regional Active Transportation Program (ATP) (Cycle Two) call for projects. If the project is awarded funding, ATP funding will be adopted by the California Transportation Commission at its December 2015 meeting. If the project is awarded funding through the SACOG, the board will approve the recommendation at the December 2015 meeting.

**RESOLUTION NO. 2015-**

Adopted by the Sacramento City Council

**ESTABLISHMENT OF A CAPITAL IMPROVEMENT PROJECT AND TRANSFER OF FUNDS TO THE NORTH 12<sup>TH</sup> COMPLETE STREET PROJECT (T15165000)**

**BACKGROUND**

- A. The North 12<sup>th</sup> Complete Street Project (T15165000) will convert the westernmost travel lane on North 12th Street from Richards Boulevard to H Street into a two-way cycle track with streetscape, to provide a direct connection from the Two Rivers Trail along the American River to Downtown Sacramento.
- B. The Sacramento Housing and Redevelopment Agency (SHRA) and the City of Sacramento entered into an Individual Project Agreement (IPA) (2015-0113) for \$300,000 (Fund 2700) in Community Development Block Grant (CDBG) funds toward the engineering, design, and environmental clearance for the project.
- C. The City applied for federal funding through the State Active Transportation Program (ATP) for the remaining funding needed to complete the project design. CDBG funds will provide the required local match.

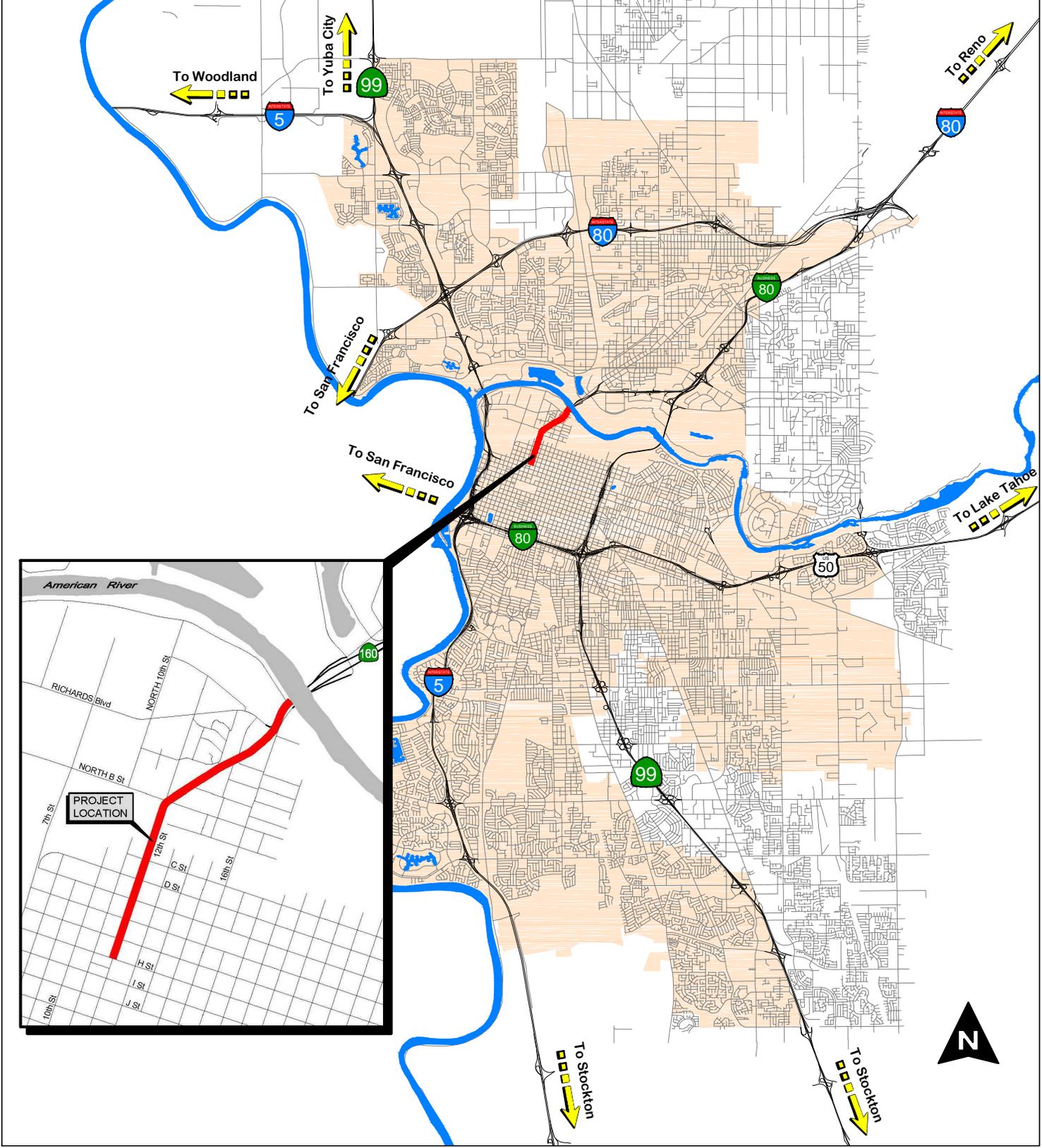
**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The North 12<sup>th</sup> Complete Street Project (T15165000) is established as a new Capital Improvement Project.
- Section 2. The FY 15/16 Capital Improvement Program is amended by transferring \$100,000 (Fund 2007) from the Major Street Improvements Project (T15138000) to the North 12<sup>th</sup> Complete Street Project (T15165000).
- Section 3. Exhibit A is incorporated into and made part of this resolution.

**Table of Contents:**

- Exhibit A: North 12<sup>th</sup> Complete Street Project Location Map

# Location Map for: NORTH 12th COMPLETE STREETSCAPE



**Meeting Date:** 9/29/2015

**Report Type:** Staff/Discussion

**Report ID:** 2015-00830

**Title:** Enhanced Infrastructure Financing Districts Information Session

**Location:** Citywide

**Recommendation:** Receive and file.

**Contact:** Denise Malvetti, Senior Development Project Manager, (916) 808-7064, Economic Development Department

**Presenter:** Denise Malvetti, Senior Development Project Manager, (916) 808-7064, Economic Development Department

**Department:** Economic Development Dept

**Division:** Citywide Development

**Dept ID:** 18001031

**Attachments:**

1-Description/Analysis

---

**City Attorney Review**

Approved as to Form

Jeffrey L. Massey

9/22/2015 9:31:56 AM

**Approvals/Acknowledgements**

Department Director or Designee: Larry Burkhardt - 9/17/2015 2:50:48 PM

## Description/Analysis

**Issue Detail:** On January 1, 2015, Senate Bill (SB) 628 became effective giving cities the authority to establish new governmental entities called Enhanced Infrastructure Financing Districts (EIFDs). EIFDs are financing tools that are designed to be more usable than Infrastructure Financing Districts (IFDs). IFDs have been allowed under California law since 1990 yet only three have been formed. A city may create one or more of these districts to finance the construction or rehabilitation of a variety of public infrastructure and private facilities. Similar to Redevelopment, the projects are funded with property tax increment of consenting taxing entities (exclusive of school districts). With the dissolution of Redevelopment and limited financing tools to fund both public and private facilities, EIFDs may provide a necessary funding source to meet the needs of the city's aging infrastructure and continue the development momentum that is underway.

Given the multiple fiscal considerations associated with establishing these districts, the City has hired Keyser Marston Associates, Inc., the leading financial consulting firm in the areas of IFDs and EIFDs, to analyze the feasibility of establishing one or multiple EIFDs within the City of Sacramento. Because EIFD legislation is new and none have been formed yet in California, Keyser Marston Associates, Inc.'s first deliverable to City is an informational session at Council providing an overview of the new legislation, what EIFDs are, how they are formed and governed, how proceeds can and cannot be used, and the opportunities and limitations of this new tool. Debbie Kern, Senior Principal of Keyser Marston Associates, will provide the presentation and she and the project team will be available for questions.

**Policy Considerations:** None, this is an informational presentation only.

**Economic Impacts:** None.

**Environmental Considerations:** Not applicable.

**Sustainability:** Not applicable.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Not applicable.

**Financial Considerations:** None with this informational report.

**Local Business Enterprise (LBE):** Not applicable.