Meeting Date: **5/3/2016**

Report Type: Consent

Report ID: 2016-00400

City of SACRAMENTO 07

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

Title: Contract: Replacement Police Patrol Vehicles (Published for 10-Day Review 04/21/2016)

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a three-year contract to Downtown Ford Sales for the purchase of replacement patrol vehicles in an amount not to exceed $5,328,605 for the three-year period; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department
Division: Fleet Management
Dept ID: 15003211
Attachments:
1-Description/Analysis
2-Bid Results
3-Agreement

City Attorney Review

Approved as to Form
Gary Lindsey
4/15/2016 5:31:10 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/6/2016 5:21:04 PM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer requirement to purchase replacement patrol vehicles for the Police Department (PD).

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.
>
> **Sustainability:** The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: On February 18, 2016, Fleet Management, in accordance with City Code Section 3.56, issued invitation for Bid No. B16153311007 for Ford Police Interceptor utility vehicles. Downtown Ford Sales, the only bidder, is the lowest responsive and responsible bidder. A summary of the bid results is provided in Attachment 1.

Financial Considerations: The recommended three-year contract will be used to purchase patrol vehicles that are scheduled for replacement from fiscal year (FY) 2015/16 through FY2018/19. These purchases will be made from the DPW operating budget (Fleet Fund, Fund 6501) and charged to either the PD multi-year operating project for replacement vehicles and equipment (I06013110, General Fund, Fund 1001) or the PD Measure U project (I80110200, Measure U Special Revenue Fund, Fund 2401). Sufficient funding is available in these budgets for purchases through June 30, 2016. Purchases made after June 30, 2016 are subject to funding availability in the budget adopted for the applicable fiscal year. Contingency purchases are subject to Finance Department approval and verification of sufficient budgetary resources from the budget adopted in the applicable fiscal year.

A summary of the purchases by fiscal year is provided in the following table. The quantities noted are estimated expenditures. The actual patrol vehicles to be replaced may be different than the current projection depending on usage between the date of this report and the replacement year, and the operational needs of the department. Contingency purchases are included to accommodate potential changes in the operational needs of the department, and unanticipated early replacements due to mechanical failures or accidents. Fleet Management

worked with PD to determine the estimated quantity for contingency by considering historical purchases and potential growth in staff. The total estimated expenditure amount also includes a three percent contingency during FY2017/18 and FY2018/19 to cover any potential manufacturer price increases from the prior year.

Estimated Expenditures by Fiscal Year										
	FY2015/16		FY2016/17		FY2017/18		FY2018/19		Total	
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Replacements	26	$849,149	19	$620,532	20	$672,788	36	$1,247,348	101	$3,389,817
Contingency	13	$424,575	15	$489,894	15	$504,591	15	$519,728	58	$1,938,788
Total	**39**	**$1,273,724**	**34**	**$1,110,426**	**35**	**$1,177,379**	**51**	**$1,767,076**	**159**	**$5,328,605**

Local Business Enterprise (LBE): Downtown Ford Sales is an LBE.

Attachment 1

Bid Results – Bid No. B16153311007

Ford Police Interceptor Utility Vehicles

	Downtown Ford Sales
Total Cost for 32 Units	$963,232.00
5% LBE Preference	($48,161.60)
1% City Limit Preference	($9,632.32)
2% Prompt Payment Discount	($19,264.64)
8.5% Sales Tax	$81,874.72
Freight	0.00
Total Bid Evaluation	$968,048.16

Note: The unit cost submitted by Downtown Ford Sales is $30,101, not including sales tax. The unit cost includes all of the options required for the City's patrol vehicles and represents the most commonly equipped vehicle to be ordered by the City. The bid also included a price list for additional options and deductions for the removal of options to allow the City to modify vehicles as needed. The additional options and deductions were not included in the total bid evaluation. The lowest responsible bid amount from Downtown Ford Sales represents the total for the quantities selected for bid evaluation purposes only. The recommended contract amount of $5,328,605 with Downtown Ford Sales more closely reflects the actual amount anticipated to be expended overall for the potential contract period.

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 4/26/16 & 5/3/16

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: N/A** **Not to Exceed: $5,328,605**	**Attachment:** **No.:** **Original Doc Number:**
Other Party: Downtown Ford Sales	**Certified Copies of Document:**
Project Name: **Ford Police Interceptor Utility Vehicles**	**Deed:** ☒ None ☐ Included ☐ Separate
Project Number: Bid Transaction #: **B16153311007**	E/SBE-DBE-M/WBE:

Department Information

Department: **Public Works**

Division: **Fleet Management**

Project Mgr: **Iseña Garcia**

Contract Services: **N/A**

Division Mgr: **Mark Stevens**

Phone Number: **808-1163**

Org Number: **15003311**

Comment: **Original Contract Amount: N/A**

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	JM	3/25/16
Contract Services:		

City Attorney	Signature or Initial	Date
City Attorney:	AR	3/25/16

☒ **Send Interoffice Mail to Iseña Garcia (12500)**

☐ **Notify for Pick Up: Isena Garcia - 808-1163**

Authorization	Signature or Initial	Date
Jerry Way Director, Public Works:		
City Mgr: Yes ☐ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)
(Under $100K - Blue)

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

City of SACRAMENTO

Invitation For Bid (IFB) and Contract Specifications for **Supplies** *(Formal)*

Bid Number:	**B16153311007**
Bid/Contract Title:	**Ford Police Interceptor Utility Vehicles**

Bids must be received prior to **2:00 PM** on:

Wednesday	**March 9, 2016**	**Late bids *will not* be accepted.**

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
SACRAMENTO CITY HALL
915 I STREET
SACRAMENTO CA 95814-2613

Pre-bid conference and Q&A information

See page 4

Bidder to complete the following information:

Bidder Name:	DOWNTOWN FORD SALES
Address:	525 N. 16th ST.
City, State, ZIP code:	SACRAMENTO CA, 95811
Contact name:	GRAHAM ENOS
Contact phone number:	916-442-6931
Contact email address:	GRAHAMENOS@DOWNTOWNFORDSALES.COM

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. The return of a signed copy of this bid solicitation shall constitute a promise to supply in accordance with terms and conditions shown herein.* ***All bid submissions become public record.***

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About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 473,509. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of $873 million and 4,157 full-time equivalent positions.

This Bid/Contract document was prepared by:

Name:	Ernesto Martinez	*Title:*	Fleet Management Technician
Department:	Fleet Management	*Division:*	Public Works

I.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, aka "PlanetBids". The link to the site is:

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

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Venders (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. **Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.**

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to insure continuity of supply. **The City's decision shall be final.**

20.) 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 and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor 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 Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor 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 Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the 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.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24.) "PIGGYBACKABLE" CONTRACT: If mutually agreeable to both parties, 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.

25.) 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 these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	Public Works
Division:	Fleet Management
Contact name:	**Iseña Garcia or Ernesto Martinez**
Contact phone number:	(916) 808-1163 or (916) 808-8465

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	03/02/2016	**Time:**	2:00 PM

Submit Questions via:

☒ The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

☐ Submit questions to:

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

☐ No

☒ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	**03/01/2016**
Time:	**3:00 PM**
Location name:	City of Sacramento, South Area Corp Yard
Address:	5730 24th Street
Bldg./Floor/Room:	Bldg One, Conference Room One
City:	Sacramento

I.) Bid Instructions

29.) Bond Information

Bid bond:	☒ Not required	☐ YES, required [a]	%
Performance bond:	☒ Not required	☐ YES, required [b]	%

[a] Pursuant to City Code section 3.56.150 and 3.56.190 [b] Pursuant to City Code section 3.56.200

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.

Performance bond 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. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract*:	**04/13/2016**
☐ **One-time purchase** -OR- ☒ **Duration of Contract:**	*("One-time purchase" = Contract expires upon final payment by the City)*
	One-Year Term from date of Council Approval
Contract renewal information:	Upon mutual agreement, the contract may be extended for two additional one-year terms.

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 their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.

II.) Terms and Conditions

1.) CONTRACT: By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City department if unable to make delivery on or before the Due Date. Periods of perfomance may be extended if, in the sole opinion of the City, the cause of delay justifies an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collects California State sales tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) BUSINESS OPERATIONS TAX CERTIFICATE (BOTC): The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue division.

9.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

10.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.

11.) CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The City's subsequent performance shall not be construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

12.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the Contractor.

13.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

14.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

15.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

16.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment status should be addressed to the City department as indicated in the "Bill To:" address.

17.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.

18.) SEVERABILITY: If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

19.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.

20.) GOVERNING LAW: This Contract 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 Contract 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 the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

III.) General Contract 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 herein, 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,

III.) General Contract Conditions

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 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**

   A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

   B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

   C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

   D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

   A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

III.) General Contract Conditions

both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

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

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

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

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. 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 City's 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.

D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

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

III.) General Contract Conditions

Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, 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 participateeither 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. **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.

14. **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.

15. **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.

16. **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.

17. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.

18. **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

III.) General Contract Conditions

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.

19. **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. Q&A responses, if applicable
E. Special Provisions.
F. Bid Instructions and Requirements
G. General Conditions
H. Technical Specifications and/or Plans

IV.) Local Ordinances and Programs

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 shall be the responsible bidder whose bid price is the lowest after all bid price 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 in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

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

IV.) Local Ordinances and Programs

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 law.

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 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."

IV.) Local Ordinances and Programs

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

IV.) Local Ordinances and Programs

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 . . .

O 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

O 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.

IV.) Local Ordinances and Programs

2.) 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.

3.) SUSTAINABLE PURCHASING POLICY ("SPP")

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, UL EcoLogo, 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.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

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

V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. ***The sole exception is for delivery of supplies via a common carrier.***

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 Contract. 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 Contract.

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 the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, it's sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, it's 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(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 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.*

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 sub-Contractors.

(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.

V.) Insurance Requirements

c.) Other Insurance Provisions

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

(1) 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 IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

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 the bid instructions. 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 Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (To be provided by Ebix after Contract approval)
PO Box 257
Portland, MI 48875-0257

Insurance certificates may also be faxed to (770) 325-3340,

or emailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The CITY may withhold payments to CONTRACTOR and/or cancel the Contract 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.

V.) Special Provisions

Award

The City reserves the right to reject any and all proposals as the best interest of the City may require. Consideration will be given in comparing proposals and in awarding a contract, not only to the amount of the proposal, 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. The City may also take into consideration product warranty, service and parts support available in the Sacramento area, the number of satisfied users in the area, delivery dates and bidders past performance.

Guarantee

a. The manufacturer and/or dealer delivering the vehicle/unit(s) against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.

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

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Department of Public Works, Fleet Management Division, 5730 24th Street, Building 1, Sacramento, CA 95822-3699.

Payment Terms

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

Pricing

a. Prices are maximum for the first term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

b. The City may consider price adjustments, only after initial contract term, based solely upon manufacturer price increase/decreases. Successful Bidder shall provide the City a written request for any such manufacturer increases/decreases. Such requests shall be addressed to Fleet Management and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum (30) day advance notice period shall be required for such requests. Requests for price increases adjustments are subject to the review and approval of the City. If an increase is granted by the City, the increase in cost shall not increase greater than 3% from the prior year.

c. All prices quoted shall exclude Federal Excise Taxes. The City of Sacramento is exempt.

d. The base specification, listed under Section VII. Technical Specifications, reflects the most common build to be ordered by the City. The City or using agency reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to placing order. Throughout the duration of the contract, the

V.) Special Provisions

City or using government agency reserves the right to add or delete any option not inclusive of this bid, provided that the cost for the option is specified on a quote. Any add or deduct of option items will be based on the availability of funds and changes in operational requirements. Award shall be made to the lowest responsive, responsible bidder based on the Total Net Price.

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of one (1) year from the date of award.

Contract Extension:

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended (2) additional, (1) year terms. However, in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Quantities

The quantity specified is based upon current known requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties within one (1) year of contract award. The City reserves the right to make additional purchases in accordance with the clauses titled "Contract Period", "Prices" and "Quantities" (additional).

Purchase Order

a. A Purchase Order will be issued to the Contractor on the behalf of the City organization(s) who will be ordering the 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. 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 30th, a second purchase order may be issued.

b. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

c. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

d. The successful bidder shall send City of Sacramento Fleet Management confirmation that the Purchase Order has been received and provide the manufacturer order number for each vehicle once the order has been placed with the manufacturer. Orders shall be placed using The City of Sacramento end user fleet identification number (FIN) code QA954.

Cooperative Purchasing

The use of any result 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.

Conference (Pre-Award)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

V.) Special Provisions

Brand Names

Whenever in the specifications any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words or "City approved equal."

The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

Inspection

Vehicle/unit(s) shall 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 this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle(s)/unit(s), make the necessary corrections and redeliver the vehicle/unit(s) for re-inspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and operable with minimum half ½ tank of fuel. The Fleet Management Division shall be given a minimum of twenty-four (24) hours' notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

All items are to be supplied F.O.B. delivered to City of Sacramento, California, prepaid and freight allowed.

License

If license plates are required exempt license plates shall be furnished to the City at time of vehicle delivery before payment can be made. Vehicle shall be registered to: City of Sacramento, 5730 24th St. Bldg 1, Sacramento, CA 95822. Vendor shall obtain unit number from City Representative before registering vehicle.

Warranty

a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each unit. Warranty time to start when vehicle(s) are placed in operation, not delivered.

b. The complete vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.

c. The successful bidder shall list the nearest factory trained authorized repair facilities and guarantee that there will be adequate parts inventory to perform warranty repairs and provide product support for the time units are covered under manufacturers standard and extended warranties. These facilities shall be located within a 100-mile radius of Highway 99 and Capital City Freeway.

d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.

Nearest Authorized Ford Police Interceptor Service Center: Downtown Ford Sales

V.) Special Provisions

DOWNTOWN FORD SALES

Address: 525 North 16th Street
Sacramento, CA 95811

Contact Phone: (916) 442-6931

e. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of $105.00 per hour for pick-up and delivery time involved.

f. City of Sacramento shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.

Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug- free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to the use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

Environmentally Preferable Procurement

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

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

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

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

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

http://portal.cityofsacramento.org/~/media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx or by contacting the Procurement Services Division at (916) 808-6240.

V.) Special Provisions

General Equipment Specifications

Manufacturing, Material and Design Practices

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit(s) will be subjected. Suspension, wheels, tires and other component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

Heavy Duty defined

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

Police defined

The term "Police" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard or "Heavy Duty" production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear and use by law enforcement.

Specification Variances

If any of the equipment bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Sacramento reserves the right to waive minor variations if, in the opinion of the Fleet Management Division, the basic vehicle(s)/unit(s) meets the general intent of these specifications.

Manufacturer's Specification

Complete specification, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid.

Only new models in current production which are cataloged by the manufacturer and for which printed literature and specifications are available will be accepted.

Manufacturer's Standard Equipment

All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks - adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional **equipment** as necessary to meet the following requirements of this specification shall also be supplied.

Specifications on the following pages are written with intent to meet all applicable documents but the final certification to comply shall rest with the vendor and not the City of Sacramento. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules and regulations where it applies to items such as the ratings of axles, tires, wheels, brakes, batteries, cooling capacity, etc., and the City of Sacramento is to be notified thereof.

VI.) Special Provisions

Warranty and Other Requirements:

The standard manufacturer's warranty will be furnished for each unit.

a. Minimum of one (1) year parts and labor commencing from the in service date of the unit, specified by Fleet Management.

b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.

c. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer cannot perform the warranty repair within the warranty period, the Vendor/Dealer shall cover the warranty repair according to when the issue is initially reported to the Dealer/Vendor by the City and not at the time of repair.

Components

The component parts of the unit will be of proper size and design to safely withstand maximum stresses imposed by a maximum capacity load, and the manufacturer's rated loads for axles and bearings will not be exceeded when the unit is loaded to such capacity. All driving parts will have a torque capacity sufficient to transmit maximum power developed by the engine. All components will be (OEM) Original Equipment Manufacturer unless not available as an (OEM) option. All components will be mounted or installed as per component manufacturer's specifications.

Applicable Documents and Certifications

a. Federal Motor Vehicle Safety Standard, Department of Transportation

b. State of California Motor Vehicle Code

c. State of California General Industrial Safety Orders

d. State of California Health and Safety Code, Motor Vehicle Pollution Control

e. California Occupational Safety and Health Act (O.S.H.A.)

f. Society of Automotive Engineering Standards

g. American Society of Mechanical Engineers (A.S.M.E.)

h. United States Environmental Protection Agency (USEPA)

i. California Air Resources Board (CARB).

Equipment Manual(s)

The following digital/electronic manuals shall be supplied at the time of delivery:

a. one (1) digital/electronic owner's manual and warranty manual for each vehicle
b. one (1) digital/electronic complete service and repair manuals
c. Hard copies shall be acceptable (Electronic copies are preferred)

VII.) Technical Specifications

NEW, UNUSED, LATEST MODEL FORD POLICE INTERCEPTOR UTILITY VEHICLES, ALL WHEEL DRIVE

This specification will be referred as the "base specification" and represents the most common builds required by the City. The City reserves the right to add or delete options as required. Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications by circling "yes" or "no." Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer Proposed Specifications column. Failure to specify compliance and exceptions may result in the rejection of the bid.

Minimum Requirements:

Item	City Proposed Minimum Specifications			Comply	Dealer Proposed Specifications
1	Scope	a.	The following specifications cover the development and procurement of Police Interceptor Utility vehicles used for law enforcement in the City of Sacramento.	yes/ no	
		b.	Current Model Year 2016 or newer	yes/ no	
		c.	Successful bidder shall be responsible for verifying dimensions, engine, transmission, suspension applications, wheelbase, frame requirements, and weight configurations of the Ford Police Interceptor Utility to be compatible with options in this specification	yes/ no	
		d.	**Features – Minimum, all vehicles shall be equipped with all the current latest Ford Police Interceptor Utility standard equipment to the appropriate model offered. Vendor shall supply a list of standard equipment.**	yes/ no	
2	Powertrain	Police standard, 3.7L Ti-VCT V6, Order Code 99R		yes/ no	
3	Transmission	Police standard, 6-Speed Automatic		yes/ no	
4	Drivetrain	Police Standard (AWD) All wheel drive, Order Code K8A		yes/ no	
5	Brakes	Minimum, Police duty hydraulic brakes		yes/ no	

VII.) Technical Specifications

6	**Anti-lock brakes**	Police standard, anti-lock brake system	yes/ no	
7	**Tires/Wheels**	Manufacturer's standard Police Interceptor Utility wheels and tires. 245/55R18 all season BSW. Indicate tire sizes under dealer proposed specifications	yes/ no	
8	**Interior**	Heavy duty cloth, Front- bucket seats driver 6 way power track, Passenger – 2 way manual track, Rear- 60/40 split, Order Code 9W	yes/ no	
9	**Exterior**	Manufacturers Police standard color: Shadow Black G1	yes/ no	
10	**Floor Mats**	All weather rubber floor mats, dark to match the interior shall be OEM fitted to the Ford Police Interceptor.	yes/ no	OEM MATS N/A W/ VINYL FLOOR
11	**Options**	a. 100 Watt siren / speaker, Order Code 18X	yes/ no	
		b. Climate control- Auxiliary Air Conditioning, Order Code 17A	yes/ no	
		c. Dome Light-Red/white in in cargo area, Order Code 17T	yes/ no	
		d. Ford SYNC, Order Code 53M	yes/ no	
		e. Glass solar tinted 2nd row, rear quarter and lift gate window, Order Code 92G	yes/ no	
		f. Hidden door lock plungers and inoperable rear door handles, Order Code 52P	yes/ no	
		g. Keyed alike- 1284x, Order Code 59B	yes/ no	
		h. Noise –suppression bonds (Ground straps) Order Code 60R	yes/ no	
		i. Rear view camera- image displayed in rearview mirror, Order Code 87R	yes/ no	
		j. Rear window power disable (operable from driver's door) Order Code 18W	yes/ no	
		k. Remappable switches with SYNC, Order Code 61S	yes/ no	
		l. Reverse sensing system, Order Code 76R	yes/ no	
		m. Side marker LED lamps- sideview mirrors, Order Code 63B	yes/ no	
		n. Spot lamp, LED bulb, Unity- Driver and	yes/ no	

VII.) Technical Specifications

		front passenger, Order Code 51S	yes	
		o. Front head lamp lighting solution, Order Code 66A	yes/ no	
		p. Police Wire Harness Connector Kit – Front, Order Code 47C	yes/ no	
		q. Police Wire Harness Connector Kit – Rear, Order Code 21P	yes/ no	
		r. Ultimate Wiring Package, Order Code 67U	yes/ no	
		s. Front license plate, Order Code 153	yes/ no	
		t. Two-Tone Vinyl Package #3 , Roof vinyl, RH/LH doors Only vinyl, White (YZ) only, Order Code 91C	yes/ no	
		u. Dark car feature- Courtesy light disable Order Code 43D	yes/ no	
12	**Headlamps**	***Minimum, shall not have daytime running lights***	yes/ no	
13	**Emissions**	CA emissions Order Code 422	yes/ no	
14	**License Plates**	Vehicle shall be delivered to location below with all DMV paperwork completed for California DMV "EXEMPT" plates. Temporary plates if applicable will be supplied at delivery	yes/ no	
15	**Registration**	Vehicle shall be registered with the State of California DMV as follows: City of Sacramento 5730 24th Street Building 1 Sacramento, CA 95822	yes/ no	
16	**Warranty**	a. Ford Police Interceptor Utility standard three (3) year parts and labor, Bumper to Bumper. Warranty time to start when vehicle(s) are placed in operation, not delivered.	yes/ no	
		b. Powertrain standard, no deductible, five (5) year 100,000 miles parts and labor.	yes/ no	
		c. Minimum, all components and options shall have standard warranty of one (1) year	yes/ no	
		d. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum	yes/ no	

VII.) Technical Specifications

		requirements in these specifications.		
		e. Vendor/Dealer will be responsible for transportation and associated costs from the City facility to the designated warranty repair facility and return to the City facility for the unit(s) bid throughout the entire warranty period including extensions.	yes/ no	
17	**Orders**	Orders shall be placed using The City of Sacramento end user fleet identification number (FIN) code QA954. Manufacturer order numbers shall be provided to Fleet Management for each vehicle ordered with corresponding PO number once the order has been placed with the manufacturer.	yes/ no	
18	**Delivery**	F.O.B. delivered to: City of Sacramento 5730 24th Street, Building One Sacramento, CA 95822 Shall coordinate delivery with Fleet Management (916) 808-8465 a minimum of (24) hours in advance.	yes/ no	
		Vendor guarantees delivery 120 days ARO.		

VIII.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

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.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

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?

☐ **NO** ☒ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

_____.

DOWNTOWN FORD SALES
525 North 16th Street
Sacramento, CA 95811

3.) Local Business Enterprise (LBE) program preference / participation

This is NOT APPLICABLE since the anticipated amount of the bid/contract is to be $100,000.00 or greater.

VIII.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☐ **NO** (Net 30 days) ☒ **YES**

If yes: The discount is 2 % -- *or*-- $_____ for payment within 20 calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ **NO** ☒ **YES**

If yes: The discount offered for EFT is NET %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

☒ **N/A,** no Q&A was posted.

☐ **YES**, the last Q&A set number reviewed was number ____.

7.) Addenda are acknowledged and incorporated in the bid response

☒ **N/A,** no addenda were posted.

☐ **YES**, the last addendum received was number ____.

VIII.) Items Requiring Bidder's Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the **Section IV.) Insurance Requirements** within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) **GENERAL LIABILITY**: No general liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ **(CONTRACTOR initials)** N/A

b.) **AUTOMOBILE**: No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)** N/A

c.) **WORKERS' COMPENSATION**: No Worker's Compensation insurance shall be required if the 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)** N/A

d.) **WORKERS' COMPENSATION**: No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ **(CONTRACTOR initials)** N/A

10.) Bid bond

☒ **N/A,** no bid bond is required for this IFB.

☐ **YES**, a bid bond is required and has been submitted with this bid response.

VIII.) Items Requiring Bidder's Response

11.) DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: DOWNTOWN FORD SALES

Address: 525 N. 10th ST SACRAMENTO CA, 95811

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 in Section IV.

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.

VIII.) Items Requiring Bidder's Response

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) refuses 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:			
Printed Name:	GRAHAM ENDS		
Title:	FLEET MANAGER	**Date:**	3/8/16

VIII.) Items Requiring Bidder's Response

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

The City's intent is to purchase (32) thirty-two units initially, (25) twenty-five units in year 2, and (26) twenty-six units in year 3. Quantities are estimates only and the City will purchase more or less as necessary during this three (3) year contract. Pricing shall be all inclusive, i.e. installation, tax, freight, shipping and handling charges, special fees or any other related costs, etc.

NEW AND LATEST MODEL FORD POLICE INTERCEPTOR UTILITY VEHICLES, ALL WHEEL DRIVE

ITEM NO.	QTY	DESCRIPTION	UNIT COST	EXTENDED PRICING
1	32 EA	New latest model Ford Police Interceptor Utility vehicles, In Accordance with The Attached Specifications: MAKE & MODEL: FORD POLICE INTERCEPTOR (K8A) YEAR: 2017	$ 30,101	$ 963,232
		8.5% Tax	$ 2,558.59 ~~2,478.88~~	$ 81,874.72 ~~77,058.56~~ JM
		Freight/Shipping	$ Ø	$ Ø
		TOTAL NET PRICE:		$ 1,045,106.72 ~~1,040,290.56~~
ITEM	**QTY**	**OPTIONS:** **To Add To Base Specification**	**UNIT COST**	
A	1 EA	Metallic color: Ingot silver UX	$ Ø	
B	1 EA	VSO color : Fire Engine Red* MIN. ORDER IS 5 units	$ 868	
C	1 EA	Interior upgrade package, first and second row carpet floor covering, cloth seats rear, center console with finish plate and two cup holders, floor mats carpet front and rear, Order Code 65U.	$ 364	
D	1 EA	Remote keyless-Entry key FOB (w/o Keypad, less PATS) Order Code 595	$ 243	
E	1 EA	Tail Lamp/ Police Interceptor Housing Only. Order Code 86T	$ 57	
F	1 EA	Premium Maintenance Plan, 6 years/ 100,000 miles with 13 visits per year **Note: To be used on City of Sacramento undercover vehicles only.*	$ 1980	

VIII.) Items Requiring Bidder's Response

ITEM	QTY	DEDUCTS: To Remove From Base Specification	UNIT CREDIT	
G	1 EA	Option item 11 f.- Hidden door lock plungers and inoperable rear door handles, Order Code 52P	<$ 150 >	
H	1 EA	Option item 11 g.- Keyed alike- 1284x, Order Code 59B	<$ 48 >	
I	1 EA	Option item 11 j.- Rear window power disable (operable from driver's door) Order Code 18W	<$ 23 >	
J	1 EA	Option item 11 m.- Side marker LED lamps- sideview mirrors, Order Code 63B	<$ 271 >	
K	1 EA	Option item 11 n.- Spot lamp, LED bulb, Unity- Driver and front passenger, Order Code 51S	<$ 579 >	
L	1 EA	Option item 11 p.- Police Wire Harness Connector Kit – Front, Order Code 47C	<$ 97 >	
M	1 EA	Option item 11 q.- Police Wire Harness Connector Kit – Rear, Order Code 21P	<$ 121 >	
N	1 EA	Option item 11 r.- Ultimate Wiring Package Order Code 67U	<$ 514 >	
O	1 EA	Option item 11 t.- Two-Tone Vinyl Package #3 Order Code 91C	<$ 653 >	
		The base specification represents the most common build to be ordered by the City. The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to placing order. Any deduct of option items will be based on the availability of funds and operational functions. Award shall be made to the lowest responsive, responsible bidder based on the Total Net Price.		

VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) 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; 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 sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are 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:	DOWNTOWN FORD SALES		
Address:	525 N. 16th ST		
City / State / ZIP:	SACRAMENTO CA, 95811		
Phone:	(916) 442-6931	**Fax:**	(916) 491-3138
Email address:	GRAHAMENOS@DOWNTOWNFORDSALES.COM		
Fed. Tax ID #:	94-1586562	**State Tax ID #:**	024800598
City of Sacramento Business Operations Tax Certificate #:			2857
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By:

Signature:			
Printed Name:	GRAHAM ENOS		
Title:	FLEET MANAGER	**Date:**	3/8/16

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

Incomplete information may render a bid "non-responsive" and be rejected.

IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on _____.

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

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

Or [ ] Surety Bond

_____

City Clerk

CONTRACT AWARD

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

Specify: Ford Police Interceptor Utility Vehicles

Contract Not-to-Exceed Amount: $ 5,328,605

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2015

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).

PRODUCER
Owen-Dunn Insurance Services
1455 Response Road, Suite 260
Sacramento, CA 95815

www.owendunn.com 0522677

CONTACT NAME:
PHONE (A/C, No, Ext): (916) 993-2700 FAX (A/C, No): (916) 993-2683
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Downtown Ford Sales, Inc.
dba: Downtown Ford
525 North 16th Street
Sacramento CA 95814

COVERAGES CERTIFICATE NUMBER: 27903834 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI9364800	1/1/2016	1/1/2017	✓ PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Used Vehicle, Parts & Service Bid and New Vehicle Sales
Workers Compensation Waiver of Subrogation applies per endorsement WC 04 03 06 attached.

CERTIFICATE HOLDER
Used Vehicle, Parts & Service Bid

City of Sacramento
c/o EBIX BPO
PO Box 257, Ref. # 106-Z340662
Portland MI 48875-0257

CANCELLATION

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
Barbara O'Hara

Barbara OHara

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POLICY NUMBER: ZAWCI9364800

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO A LOSS	ALL JOBS UNDER CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2016 Policy No. ZAWCI9364800 Endorsement No.

Insured Downtown Ford Sales, Inc. Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By Barbara O'Hara

DATE OF ISSUE: 1/1/2016

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SENTRY SELECT INSURANCE COMPANY
STEVENS POINT, WISCONSIN
(A PARTICIPATING STOCK COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE — ACCOUNT NUMBER 25-23635

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder	Name and Address of the Insured
CITY OF SACRAMENTO C/O EBIX BPO PO BOX 257 PORTLAND, MI 48875	DOWNTOWN FORD SALES 525 N 16TH ST SACRAMENTO, CA 95811

This certificate is issued on 05-01-2015 and is effective until 05-01-2016. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits	
Auto Garage Liability	25-23635-01	Each Accident - Garage Operations	
		Other Than Auto	$ 500,000
-Any Auto		Auto	$ 500,000
		Aggregate - Garage Operations	
		Other Than Auto	$ 1,500,000
Excess/Umbrella Liability	25-23635-01	Each Occurrence	$ 10,000,000
		General Aggregate	$ 30,000,000
Does Not Include:		Products Aggregate	$ 30,000,000
-Excess Employers Liab			

REF # 106-Z340662
THE CITY OF SACRAMENTO ITS OFFICIALS EMPLOYEES AND VOLUNTEERS
GARAGE LIABILITY POLICY IS ON A PER OCCURENCE BASIS

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (MECH)

COMMERCIAL GARAGE DECLARATIONS

POLICY NUMBER 25-23635-01

Name and Address of
the Additional Insured

CITY OF SACRAMENTO
C/O EBIX BPO
PO BOX 257
PORTLAND, MI 48875

Name and Address
of the Named Insured

DOWNTOWN FORD SALES
525 N 16TH ST
SACRAMENTO, CA 95811

DESIGNATED INSURED SCHEDULE

The following information is required to complete the accompanying Designated Insured Endorsement which forms a part of the Named Insured's Commercial Garage Policy.

ENDORSEMENT	EFFECTIVE
CA 88 04 10 01	FROM May 01, 2015 TO May 01, 2016

FOR ENDORSEMENT TEXT,
SEE OVER.

CA DS 09 03 10 (MECH)