



## City Council Report

915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File #:** 2016-01245

**Consent Item 13**

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**Title:** Contract Award: On-Call Purchase of Traffic Signal Controllers and Cabinets

**Recommendation:** Pass a Motion awarding the on-call purchase contract for traffic signal controllers and cabinets to McCain, Inc., for an amount not to exceed \$126,327.

**Location:** Citywide

**Contact:** Sompol Chatusripitak, Project Manager, (916) 808-5961; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Attachments:**

1-Description/Analysis

2-Contract

## Description/Analysis

**Issue Detail:** The City installs or modifies traffic signals at various locations in the City annually. Each traffic signal project requires a traffic signal controller and an enclosure cabinet that must be procured through a competitive bid, which entails staff time and resources extending over several weeks. In addition, once the bid is selected, there is a lead time of up to 12 weeks for the controller and cabinet to be fabricated and shipped to the project. The on-call purchase contract for traffic signal controllers and cabinets will reduce the time and resources needed for project by project procurements, and significantly reduce project delivery time by ordering the controllers and cabinets at the same time a construction contract is awarded for the traffic signal projects.

The on-call purchase contract for traffic signal controllers and cabinets was bid with estimated quantities of equipment that the City may need over two years. These quantities may be reduced or increased according to the City's needs. The contract is valid for two years with an option to extend for a third year.

**Policy Considerations:** The recommendation in this report is consistent with City Code Chapter 3.56 and the City's General Plan goals to improve and diversify the transportation system, enhance and preserve the neighborhoods, and improve safety.

**Economic Impacts:** None.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** Environmental review pursuant to the California Environmental Quality Act (CEQA) will be conducted for each traffic signal installation project. No environmental clearance is required for the contract award with this Council action.

**Sustainability:** Not applicable.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The City advertised the invitation for bids for traffic signal controllers and cabinets and one bid was received on August 10, 2016. McCain, Inc., of Vista, California was the responsive bidder with a bid of not to exceed \$126,327.

It is recommended that the on-call purchase contract for traffic signal controllers and cabinets be awarded to the lowest responsive and responsible bidder, McCain, Inc., for its bid of \$126,327.

**Financial Considerations:** Purchase orders encumbering funds under this contract will not be created until projects and funding are identified. Funding for each purchase order will be provided from capital improvement project budgets. McCain, Inc. may have multiple traffic signal controller and cabinet purchases in a given year, however, the aggregate amount shall not exceed \$126,327.

**Local Business Enterprise (LBE):** The LBE Program was adopted by the City Council on November 19, 2013. It applies to all locally funded commodity purchasing under \$100,000. This contract exceeds the limit, therefore, the LBE Program does not apply.

Invitation For Bid (IFB)  
and  
Contract Specifications

for **Supplies** *(\$100,000 or more – Federal funds)*

<b>Bid Number:</b>	<b>B17151131001</b>
<b>Bid/Contract Title:</b>	<b>On-Call Traffic Signal Controller and Cabinet</b>

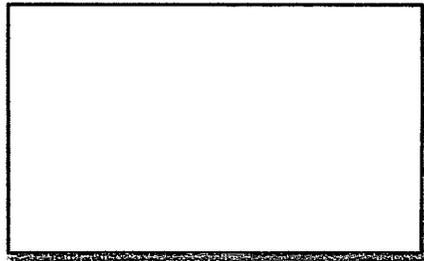
Bids must be received prior to **2:00 PM** on:

<b>Wednesday</b>	<b>08/10/16</b>
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Late bids *will not* be accepted.

Bids must be submitted to:

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



Bidder to complete the following information:

Bidder Name:	McCain, Inc
Address:	2365 Oak Ridge Way
City, State, ZIP code:	Vista, CA 92081
Contact name:	Jennifer Phelan
Contact phone number:	760-734-5050
Contact email address:	jennifer.phelan@mccain-inc.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 479,686. 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 \$961 million and 4,484 full-time equivalent positions.

*This Bid/Contract document was prepared by:*

<b>Name:</b>	Raquel Rich	<b>Title:</b>	Admin Tech
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering Services

## 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

<b>Department:</b>	Public Works
<b>Division:</b>	Engineering Services
<b>Contact name:</b>	Sompol Chatusripitak
<b>Contact phone number:</b>	916-808-5961

## 27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

<b>Date:</b>	08/05/2016	<b>Time:</b>	2:00 PM
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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.**

<b>Date:</b>	
<b>Time:</b>	
<b>Location name:</b>	
<b>Address:</b>	
<b>Bldg./Floor/Room:</b>	
<b>City:</b>	

# I.) Bid Instructions

## 29.) Bond Information

<b>Bid bond:</b>	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required <sup>(a)</sup>	%
<b>Performance bond:</b>	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required <sup>(b)</sup>	%

<sup>(a)</sup> Pursuant to City Code section 3.56.150 and 3.56.190      <sup>(b)</sup> 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

<b>Number of days that Bid is valid:</b>	Ninety (90) calendar days after bid opening date
<b>Anticipated start date of Contract:</b>	
<input type="checkbox"/> <b>One-time purchase</b>	<i>(One-time purchase = Contract expires upon final payment by the City)</i>
-OR-	
<input checked="" type="checkbox"/> <b>Duration of Contract:</b>	
<b>Contract renewal information:</b>	

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 (90<sup>th</sup>) 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 2<sup>nd</sup> 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 5<sup>th</sup> 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 performance 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, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
  - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
  - C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
  - D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
  - A. This Agreement shall become effective on the date that it is approved by both parties 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 rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

#### 10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any 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 participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **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

This bid/contract is to adhere to the Grants Management Common Rule Regulations that applies to all entities that receive federal grant money. It shall also be used if the funding source is a grant that specifically forbids local business preferences.

Local Ordinances and Programs that award based on local geographic preferences are excluded from this bid/contract.

Local Ordinances and Programs that restrict competition are excluded from this bid/contract.

## 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, its sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subContractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide Contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per 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)**  
**151 North Lyon Street**  
**Hemet, CA 92543**

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

or emailed to: [CertsOnly-Portland@ebix.com](mailto: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.

## VI.) Special Provisions

**THIS BID IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY MAP-21.**

### **BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and Section 1518 of MAP-21 of October 1, 2012, and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6 1.07, "Certificates of Compliance," of the State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## VII.) Technical Specifications

### Attachment E

#### SPECIAL PROVISIONS

##### Traffic Signal Controller, ATC EX, NEMA TS2 Type 1

###### A. McCain ATC eX - Traffic Signal Controller TS2 Type 1 NEMA

The Contractor shall supply McCain ATC eX traffic signal controller, or approved equal, with D4 software preloaded. The controller shall have SDLC ports (2) including SP3 routed to NEMA TS 2 Port 1, serial (asynchronous) on front panel (3), ENET 1:100 Base-T Ethernet switch, 1 uplink and 3 additional ports, ENET 2:100 Base-T Ethernet port dedicated for local communication, USB ports (4), display with 16 lines x 40 characters, keyboard with 7x4 keypad (28 key), shelf mount configuration.

The controller shall operate on Linux operating system with a minimum of 16MB flash memory, 128MB DDR RAM, and 2MB non-volatile RAM. It shall meet NEMA TS2 v2.6, ATC 5.2b, and all applicable NTCIP communication standards.

###### B. Traffic Signal Controller Software

The Contractor shall install the latest version of Fourth Dimension (D4) Traffic Signal Controller software on controller assembly and shall fully configure it to meet NEMA TS2 Type 1.

The Contractor shall provide license to the city for the D4 software and shall include basic support and integration for use of this software.

Traffic Signal Controller Software Contact is: Fourth Dimension Traffic, Tod Eidson, c/o Advanced Traffic Solutions, Attn: Eric J. Nelson, 3505 Safe Road, Suite 2309, Houston, TX 77056-7182, Phone 832-405-8577. Email: eric@advtraffic.com

###### C. Manuals

All controllers and software provided under this specification shall be provided with product/operational manuals, which document the operation and maintenance of the equipment in compliance with TEES. The Contractor shall submit operating manuals, technical data sheets, product cut sheets, and any associated documentation for the controller unit delivered as part of this specification. Manuals shall be printed on 8.5" x11" paper. Schematic, layouts, parts list, and plan details may be on 11"x17" sheets. The manuals shall be bound in durable covers, and shall not suffer degradation when subjected to normal cabinet temperature testing. All manuals with printed copies shall be also be submitted electronically.

###### D. Warranty.

The traffic signal NEMA controller TS2 Type 1 and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.

## VII.) Technical Specifications

### Traffic Signal Cabinet, TS2 Type 1, Type 'R'

The traffic signal controller cabinet shall be a TS2 Type 1 R44 cabinet manufactured by Econolite or McCain, or approved equal. It shall be 77 inches high x 44.5 inches wide x 26 inches deep. For the bolt pattern, refer to Caltrans 2006 Standard Plan ES-3A. It shall have 16 phases of outputs, 64 channels of loop detection inputs, and conform to the following:

#### A. State of California Specifications

Unless otherwise noted, the enclosure specification shall meet or exceed the State of California, Department of Transportation, Standard Specifications, dated 2010, Section 86-3.04A and Standard Plans, section ES-3.

#### B. NEMA Specifications

Unless otherwise noted, the cabinet shall adhere to the latest NEMA TS 2 Type 1 specifications.

#### C. City of Sacramento Specifications

The City of Sacramento traffic signal cabinet specification shall supersede any applicable parts of the State of California, Department of Transportation Standard Specifications and Standard Plans.

#### D. Cabinet Construction

##### 1. General

Controller cabinets shall be constructed from type 5052-H32 bare aluminum with a dull finish and a minimum thickness of 0.125 inches and be 3R weather rated.

All cabinets shall come with a ten (10) year warranty on the enclosure and cabinet wiring.

Each cabinet shall be provided with two (2) lifting eyes for placing the cabinet on its foundation in the down position. Each eye opening shall have a minimum diameter of 0.75 in. Each eye shall be able to support a weight load of 1000 pounds. All exterior bolt heads shall be tamperproof type.

Machine screws used for mounting equipment on doors or walls of the cabinet shall have inside nuts.

The door latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter cast aluminum or zinc-, cadmium-plated steel, or stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided.

Louvers shall be located in the lower one-half of the door. All cabinets shall be supplied with pleated dirt filters (ECO/AIR E-35-S) or equivalent, capable of filtering peat dirt. The filters shall be 12" x 16" x 1".

A police panel shall be located in the upper center outside of the door. The panel shall have a Signal On/Off switch and an Auto/Flash switch.

A maintenance door panel shall be mounted on the inside of the cabinet door on the back side of the

## VII.) Technical Specifications

police panel. The panel shall have twelve (12) 3-position detector switches for each of eight (8) vehicle and four (4) pedestrian phases. The switches shall operate as fixed, normal, and momentary, top to bottom. They shall be labeled for each phase. Six (6) pushbuttons shall be provided to test the preempt inputs and labeled RR 1, (blank), EVP 1 (3), EVP 2 (4), EVP 3 (5), EVP 4 (6). There shall be a Controller On/Off switch and an Auto/Flash switch. There shall be a three (3) position Stop Time switch; Flash Stop Time On/Off/Manual Stop Time On. There shall be A GFI duplex outlet provided.

The controller cabinet shall have a light and fan panel mounted in the top of the cabinet. Each panel shall be equipped with two (2) electric fans with ball or roller bearings and a capacity of at least 100 cubic feet per minute each. Each fan shall be separately fused and thermostatically controlled to the requirements of Section 86 of the State Specifications. There shall be two (2) LED cabinet illumination panels, Relume Technologies #796-5000 or approved equal. One mounts in the fan housing towards the front of the cabinet and the other under the document drawer. The power supply for the panels shall be mounted in the top of the cabinet and shall be 24VDC, 4 Amp. The light shall be rated 100,000 hours per LM 70. Light engine shall be fully recyclable. There shall be a door switch to turn on power to the light panels when the door is open. When the door is closed, the switch shall remove all power to the light panels.

The field terminal blocks for the signal indications on the load bay, the detector terminal blocks on the field input panel, and the power terminal block on the power panel shall be barrier type with marker strips and shall be provided with 10-32 by 5/16-inch minimum nickel or cadmium plated brass binder head screw and square metal threaded inserts. Round knurled inserts will not be accepted.

All assemblies that are connected in this cabinet shall be connected via hard wire, no quick disconnect or plug and play is accepted.

No other equipment within the controller cabinet shall use a socket that will accept a flasher or a flash transfer relay.

If relays are required other than the flash transfer relay, they shall be octal relays.

With MMU device disconnected or controller power off, the intersections shall go into flashing operation and remain in flashing operation until controller power is turned on. (THE CITY WILL NOT ACCEPT THE CABINET IF THE INTERSECTION GOES DARK INSTEAD OF FLASH.)

All labels shall be silkscreen or phenolic screw on type. No adhesive or sticker labels will be accepted. Font shall be Times New Roman. Font size is determined by location.

### 2. Left Cabinet Wall

Bottom Field Input Panel: The bottom eight (8) terminal positions on the last terminal block shall be allocated for pedestrian push button and pedestrian common (return) wires. The rest of the terminal positions shall be allocated to detector cable input wires. There shall be sufficient terminal positions for eight (8) pedestrian inputs, two (2) pedestrian returns and sixty-four (64) loop inputs (32 channels).

Top Field Input Panel: Shall be wired for sixty-four (64) loop inputs (32 channels).

Detector Programming Panels: All the detector outputs and detector green inputs shall be wired to two (2) detector programming panels, the first 32 channels to one and the second 32 channels to the other. Ø1-Ø8 greens shall be wired to the first panel. Ø1-Ø8 vehicle call switches on the maintenance door

## VII.) Technical Specifications

panel shall be wired to the first panel.

SDLC Hub: All cabinets shall come with an SDLC hub with a minimum of eight (8) connectors. All connectors shall be mounted on a PC board. All SDLC cables shall be Belden 9506 or approved equal. The backshell/cable clamp shall be metal and the cable appropriately strain relieved.

Opticom cables shall be terminated on the detector power supply panel.

### 3. Right Cabinet Wall

Power Panel: The Signal controller, TS2 power supply, any other auxiliary power supplies, detector power, etc. shall be protected by the surge protector. The protection device shall be an Edco ACP340, SHP300-10 or approved equivalent device and come with a seven (7) year warranty. The mercury contactor shall be replaced with a normally open, solid state relay and shall be CST Crydom CWA4850, MDI HPR48A50, Omega SSRL 240AC50, or approved equal. There shall be three (3) circuit breakers, a twenty (20) Amp, for the signal circuit, a fifteen (15) Amp for the auxiliary circuit, and a fifteen (15) Amp for the outlet strip. An fifteen (15) position earth ground bus bar and a fifteen (15) position neutral bus bar will be provided. It may be a screw type copper bar as specified in the CalTrans spec or a compression type with holes that will accept 14-8 AWG wire. The service AC- and bond wire will terminate on the bus bars. A place will be provided for the service AC+ on a terminal strip with a field lug and it shall be an ILSCO #SLUH-35 or approved equal. A 3 position block of type Marathon CAT: 1423570, 1423307, or equal will NOT be accepted.

Outlet strip: All cabinets shall have a Tripp-Lite outlet strip model ISOBAR6ULTRA or approved equal and shall be connected to CB-3. Outlet strip shall be mounted on aluminum stock.

DIN Rails: There shall be 2 DIN rails mounted on aluminum stock for DIN rail devices.

### 4. Center of Cabinet

Each controller cabinet shall be provided with three (3) shelves to house the controller, rack mounted detectors and any other equipment supplied, mentioned in the specifications and/or shown on the plans. The top shelf shall contain the all detector amplifiers, and any preemption equipment. The middle shelf shall contain controller and power supply. The bottom shelf shall contain the MMU. The shelves shall be perforated to allow air flow.

See attached Cabinet Layout drawing for mounting heights of shelves.

An On Battery LED shall be mounted on the underside of the top shelf and shall be readily visible when the door is opened. The LED is part of the BBS relay circuitry located in the loadbay.

MMU, power supply, BIU, and controller cables, when not connected to controller or monitor, shall not be long enough for connectors to touch AC field wiring terminals (potential shorting problems).

A pull-out laptop computer shelf shall be incorporated below and attached to the bottom shelf. This pull-out shelf shall be 22" wide x 12.5 deep and provide an opening under the bottom shelf lip of 2.5" to be used as a document drawer.

Load Bay:

The load bay shall be designed to fold down from the top to gain access to the back side. No part of the

## VII.) Technical Specifications

load bay shall stick out past the load switches. The load resistors for load switches 9 – 12 yellows shall be mounted on the back of the load bay. Load bay shall be silk screened on front, showing all positions, e.g. Ø1, Ø2.

Load bay shall accommodate two (2) Bus Interface Units (BIU).

With respect to TS2 color output channel assignments, default channel, and therefore load switch and MMU wiring, assignments on the load bay shall be as follows:

- a. Channels 1 - 8 shall be assigned to Vehicle Phases 1 - 8 respectively.
- b. Channels 9 - 12 shall be assigned to Pedestrian Phases 2, 4, 6, and 8 respectively.
- c. Channels 13-16 shall be assigned to Overlap Phases A, B, C, and D respectively.

Field lugs shall be supplied on all colors for each vehicle and pedestrian phase and each pedestrian pushbutton and pushbutton return. The field lugs shall be ILSCO #SLUH-35 or approved equal.

A battery backup relay shall be mounted on the load bay.

All power connectors for controller, MMU, and power supply shall be "MIL-SPEC" with no exceptions.

All cables for the power supply and MMU shall feed up from the front of the shelf.

There shall be two (2) controller power cables.

- a. One shall be a NEMA TS1 "A" and feed from the front of the middle shelf.
- b. The other shall be a NEMA TS2-1 power connector for the traffic signal controller interface board and feed up from the back of the middle shelf with enough slack so that the controller can be turned sideways to access the cable connectors.

The controller SDLC cable should be long enough to feed up from the front or from the back, depending on the type of controller.

The BIU connectors in the load bay and detector racks shall be mounted on PC boards.

The cabinet shall be capable of sixty four (64) channels of detection. Two thirty two (32) channel racks may be hard wired or PC board. The detection racks shall accommodate two BIU's, eight (8) - four channel half width (1.0") detectors and either two (2) - two channels or one (1) - four channel Opticom discriminators in the first rack. The racks shall be no more than 18 ¾" wide and 5 ¾" high.

### E. Auxiliary Devices

All auxiliary devices shall conform to the Requirements of the NEMA TS2 Type 1 Standards.

The cabinet shall be equipped with all necessary auxiliary devices to operate a traffic signal with eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps. The main auxiliary devices are listed below.

#### 1. Load Switches

- a) The Load Switch shall be designed for use in traffic signal controller cabinets in accordance with

## VII.) Technical Specifications

NEMA TS2 Standards, Section 6.2.

- b) Load switches shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current. 10Amp RMS Maximum Load Current over NEMA temperature range. Operating voltage range of 60 to 135VAC.
- c) Unit shall contain three electrical independent circuits. The front of the load switch shall be provided with three indicators to show the input signal from the controller to the load switch. Maximum load current output in de-energized condition is less than 10 mA peak.
- d) Sixteen (16) Load Switches shall be supplied (8 vehicle, 4 peds, 4 overlaps). EDI Model 510 Load Switch or equal for use in NEMA TS2 Type 1 cabinet.

### 2. Solid State Flashers

- a) Solid State Flashers shall be in accordance with NEMA TS2 Standards, Section 6.3.
- b) Flasher shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current.
- c) 15Amp RMS Maximum Operating Load Current over full NEMA temperature range.
- d) Operating voltage range of 60 to 135VAC.
- e) A minimum of 56 flashes/minute.
- f) EDI Model 810, Reno Model FI-200 or equal.

### 3. Malfunction Management Units (MMU)

- a) MMU shall be designed for use in traffic controller cabinets in accordance with NEMA TS2 Standards, Section 4.
- b) The MMU shall be a Type 16.
- c) One (1) conflict monitor shall be supplied. EDI Model MMU-16LE, Econolite MMU-16, or Reno MMU-1600G.

### 4. Bus Interface Units (BIU)

- a) The BIU shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 8.
- b) All BIUs shall provide three separate front panel indicators for Power, Transmit, and Valid Data.
- c) Six (6) BIU shall be supplied. Two BIU shall be placed in the Load Bay. Four BIU shall be placed in the Detector Racks. EDI Model 700 or Econolite BIU-64.

### 5. Cabinet Power Supply

- a. The cabinet power supply shall meet all TS2 Section 5 requirements.
- b. The power supply shall regulated DC power, unregulated AC power, and a line frequency reference for the Detector Rack, BIU, load switches and auxiliary equipment.
- c. Power Supply shall have LED indicators showing output status and fuse integrity for three supply outputs.
- d. One (1) Power Supply shall be supplied. Econolite PS200 TS2, EDI Model PS200 TS2, or Reno TS-2 Power Supply.

### 6. Flasher Transfer Relays

- a. All Flasher Transfer Relays shall be solid state and conform to the requirements of NEMA

## VII.) Technical Specifications

TS2 Section 6.

- b. A full complement of relays shall be supplied with cabinet to allow for maximum phase utilization.

### 7. Inductive Loop Detectors

- a. Four Channel Rack Mount Detector for TS2 Type 1 traffic signal cabinet.
- b. Meets NEMA TS 2 specifications.
- c. Single width (1.12" or 1.14" wide).
- d. Eight (8) inductive loop detectors shall be supplied. RENO A&E Y/2-200 four channel rack mount detector or approved equal.

### F. Equipment Drawing

Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications, with the following changes:

The cabinet print shall be laid out on two (2) "D" size sheets.

Sheet one (1) shall have the remaining panels, load bay, cables, fans and lights, SDLC Hub Panel, power supply, maintenance malfunction unit (MMU), controller, connector wiring Power Panel, Outlet Strip, and door Maintenance Panel with police panel.

The detector field inputs panels, detector racks, and detector programming panels shall be on sheet two (2).

The operation manual for each component shall be provided.

Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy of the cabinet print shall be enclosed in the document drawer under the controller shelf.

Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (.pdf will not be accepted), either on a disk or by email to [jmatoba@cityofsacramento.org](mailto:jmatoba@cityofsacramento.org) John Matoba, City of Sacramento, 916-808-7891.

### G. Cabinet Delivery and Acceptance

The cabinet shall be delivered to the City of Sacramento South Area Corporation Yard.

The cabinet will be tested for complete operation and inspected for conformance to these Special Provisions at the City Traffic Signal Shop. The Contractor shall have an authorized service engineer from the cabinet manufacturer available at the City's Corporate Center South within one (1) working day after notification to correct all minor malfunctions or make minor modifications to meet these specifications. If major adjustments, modifications or repairs to the cabinet are required to meet these specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. The City shall have 30 calendar days from the date of receipt to test and inspect the cabinet.

## VII.) Technical Specifications

### H. Guarantee

The Contractor guarantees the cabinet, materials and devices of whatsoever nature incorporated in, or attached to the cabinet, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to the City.

In the event that the Contractor should fail to comply with the conditions of the foregoing guarantee within (10) days' time, after being notified of the defect in writing, the City shall have the right, but shall not be obligated to repair, or obtain the repair of the defect and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. In the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of the City.

## 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**

This is **NOT APPLICABLE** to this bid as the purchase will be made using:

1.) Federal monies

-or-

2.) Other grant funds that specifically forbid local business preferences.

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

This is **NOT APPLICABLE** to this bid as the purchase will be made using:

1.) Federal monies

-or-

2.) Other grant funds that specifically forbid local business preferences.

## 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 \_\_\_\_\_% -- **or--** \$\_\_\_\_\_ for payment within \_\_\_\_\_ 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 0 %.

**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)

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)

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)

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)

### 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.

### 11.) Equal Benefits Ordinance

This is NOT APPLICABLE to this bid/contract.

## VIII.) Items Requiring Bidder's Response

### 12.) Pricing Schedule

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

#### Bid Item and Pricing Schedule

#### Traffic Signal Controllers and Cabinets

Traffic signal controllers and cabinets under this contract shall be delivered to a location in the Sacramento Metropolitan area within **6 calendar weeks from the date of Purchase Order**. The exact location and shipping date will be provided to the vendor within two weeks before the date of shipping. No shipment shall be made prior to the City's approval. The price bid shall include materials, shipping, and storage, if required.

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

Buy America Requirements applies to this commodity bid.

All bid items shall be as specified in the enclosed Special Provisions in Attachment E, or approved equal. All equipment, materials, or supplies to be considered as an approved equal must be submitted to Sompol Chatusripitak at schatusripitak@cityofsacramento.org for approval no less than seven (7) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

The successful bidder shall furnish to the City of Sacramento, Department of Public Works, traffic signal controllers and cabinets for a period of two years from the date of contract with a one-year extension option. The quantity stated in the pricing schedule below is only an estimate of the City's annual need. The successful bidder agrees to furnish more or less than the estimate at the unit price bid in accordance with the City's actual needs.

Item #	Description	Manufacturer	Est. Qty	Unit Price	Extended Price
1	McCain ATC eX - Traffic Signal Controller TS2 Type 1 NEMA or approved equal See Section VII, Technical Specifications	McCain D4	10	1,948.00	19,480.00
2	Traffic Signal Cabinet, TS2 Type 1, Type 'R' See Section VII, Technical Specifications	McCain	10	9,695.00	96,950.00
<b>Sub Total</b>					116,430.00
<b>Tax (8.5%)</b>					9,896.55
<b>Bid Total</b>					126,326.55

## 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.

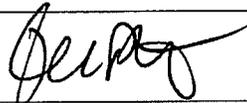
### CONTRACT DOCUMENTS

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:	McCain, Inc		
Address:	2365 Oak Ridge Way		
City / State / ZIP:	Vista, CA 92081		
Phone:	760-734-5050	Fax:	760-734-5064
Email address:	jennifer.phelan@mccain-inc.com		
Fed. Tax ID #:	33-026-2207	State Tax ID #:	SR-F46-25-838718
City of Sacramento Business Operations Tax Certificate #:	119557		
Type of Business Entity (Check one)	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co <input type="checkbox"/> Other (specify): _____		

By:

Signature:			
Printed Name:	Jennifer Phelan		
Title:	Account Manager	Date:	8-5-16

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 8/10/16.

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: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$ 126,326.55

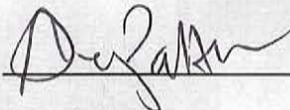
Award Date: \_\_\_\_\_ 11/1/16

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Attorney

City Manager  
(Or Authorized Designee)

City Clerk

**On-Call Traffic Signal Controller and Cabinet  
(Bid #B17151131001)  
Addendum #1**

August 1, 2016

**To all Potential Proposers:**

Attached hereto are addenda items, which shall be incorporated into the Formal Commodities Bid for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the Formal Commodities Bid remain unchanged. Proposers must acknowledge receipt of this addendum prior to the hour and date specified in the Formal Commodities Bid (2:00 pm on Wednesday, August 10, 2016), or as amended, by one of the following methods:

- a) By acknowledging receipt, on the bid proposal form submitted; or
- b) By separate letter or telegram which includes a reference to the Formal Commodities Bid #B17151131001 and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of bids, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified (2:00 pm, Wednesday, August 10, 2016).

For any questions related to this Addendum, contact the Project Manager, Sompol Chatusripitak (916) 808-5961.

Sincerely,

Raquel Rich  
Contract Services

Enclosure

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**On-Call Traffic Signal Controller and Cabinet  
(Bid# B17151131001)**

**ITEM 1**

**Q & A**

**Question:** Looking at the bid documents, I do not see a place to write in a delivery time frame. 6 weeks is very hard for us to have cabinets built and tested. Is 8 weeks ok?

**Answer:** The first paragraph of Section VIII.) Items Requiring Bidder's Response, 12.) Pricing Schedule shall be amended to:

"Traffic signal controllers and cabinets under this contract shall be delivered to a location in the Sacramento Metropolitan area within **8 calendar weeks from the date of Purchase Order**. The exact location and shipping date will be provided to the vendor within two weeks before the date of shipping. No shipment shall be made prior to the City's approval. The price bid shall include materials, shipping, and storage, if required."