

PROJECT #:
PROJECT NAME: Updating the City's Automated Fuel System: Phase 1
DEPARTMENT: DGS
DIVISION: Fleet

CITY OF SACRAMENTO
COMMODITY AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of Feb 2, 2007, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

MAXIMUS INC.
998 Old Eagle School Road, Wayne, PA 19087
Phone: 858-663-7481/610-687-9202

MAXIMUS INC as a Solution Provider, who agree as follows:

- 1. Products and Services.** Subject to the terms and conditions set forth in this Agreement, MAXIMUS Inc. shall provide to CITY the products and services described in Exhibit A. MAXIMUS Inc. shall provide said services at the time, place, and in the manner specified in Exhibit A. MAXIMUS INC. shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) MAXIMUS INC. notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) MAXIMUS INC. estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay MAXIMUS INC. for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to MAXIMUS INC. for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. MAXIMUS INC. shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that MAXIMUS INC. uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, MAXIMUS INC. shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to MAXIMUS INC. only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4. General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by MAXIMUS INC. and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
- 5. Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of

Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. MAXIMUS INC. is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for MAXIMUS INC. hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of MAXIMUS INC. and to bind MAXIMUS INC. to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

MAXIMUS INC.:

By: _____

Maximus
NAME OF FIRM

Print name: _____

54-1000588
Federal I.D. No.

Title: _____

97-776167
I.D. No.

For: Ray Kenridge, City Manager

141878
City of Sacramento Business Op. Tax Cert. No.

APPROVED TO AS FORM:

TYPE OF BUSINESS ENTITY (check one):

[Signature]
City Attorney

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: _____)

ATTEST:

[Signature]
Signature of Authorized Person

City Clerk

Attachments

John H. Hines, Div. President
Print Name and Title

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name: MAXIMUS Inc.: Maximus, Inc

Address: 998 Old Eagle School Rd, Wayne Pa 19087

The above named Provider ("MAXIMUS Inc.") hereby declares and agrees as follows:

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

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

4. MAXIMUS Inc. understands that MAXIMUS Inc. will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, MAXIMUS Inc. will not be required to provide the benefit, nor shall it be deemed discriminatory, if MAXIMUS Inc. requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If MAXIMUS Inc. is unable to provide a certain benefit, despite taking reasonable measures to do so, if MAXIMUS Inc. provides the employee with a cash equivalent MAXIMUS Inc. will not be deemed to be discriminating in the application of that benefit.
 - c. If MAXIMUS Inc. provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If MAXIMUS Inc. provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

- e. If MAXIMUS Inc. submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). MAXIMUS Inc. understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. MAXIMUS Inc. takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for MAXIMUS Inc. to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event MAXIMUS Inc. cannot end discrimination in employee benefits despite taking all reasonable measures to do so, MAXIMUS Inc. provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, MAXIMUS Inc. understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. MAXIMUS Inc. understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject MAXIMUS Inc. to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. MAXIMUS Inc. understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. MAXIMUS Inc. further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. MAXIMUS Inc. also agrees to prominently display a poster informing each employee of these rights.
7. MAXIMUS Inc. understands that MAXIMUS Inc. has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. MAXIMUS Inc. agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by MAXIMUS Inc..

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

John H. Hines III
Signature of Authorized Representative

2/2/07
Date

John H. Hines III
Print Name

Division President
Title

EXHIBIT A

MAXIMUS INC. AND COMMODITY AGREEMENT

SCOPE OF PROJECT—Updating the City’s Automated Fuel System: Phase 1

1. Representatives.

The CITY Representative for this Agreement is:

*Majid Shahmirzadi, C.P.M., CPIM
5730 24th Street, Bldg. 1, Sacramento, CA 95822
Phone: 916-808-6895*

All MAXIMUS INC. questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

The MAXIMUS INC. Representative for this Agreement is:

*James M. Schnepf, Vice President
4275 Executive Square, Suit 330
Phone: 858-663-7481*

All CITY questions pertaining to this Agreement shall be referred to the MAXIMUS INC. Representative. All correspondence to MAXIMUS INC. shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is ___ is not ___ [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Scope of Services.

The Products and services provided shall be as set forth in Attachment 1 to Exhibit A, and the Maximus Inc. response quotation (dated January 15, 2007) attached hereto and incorporated herein.

4. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

Attachment 1

Hardware Components (Equipment) Cost

Part Description	Quantity	Cost
Meadowview Maintenance Facility:		
RFC-2500 Terminal - WAF 4 Optical Channels	3	\$33,507
Maximus DDA and Power Supply	6	\$5,610
Mechanical Pump Adapter Kit	3	\$4,080
WAF Antenna Box (one needed per ICU)	1	\$450
Mag Stripe Card Option	1	\$221
HID Proximity Reader Option	3	\$1,020
Nozzle Transponder Kit - Standard	12	\$2,448
Nozzle Transponder Kit - Vapor Recovery	12	\$2,448
RVB Programmer	1	\$1,190
Fleet Focus Integration Licenses	3	\$5,985
FuelFocus TLS Interface	1	\$2,795
HID Key fobs for balance of vehicles	1800	\$12,600
WAF Vehicle Controller - J1708 Connectivity	180	\$30,240
Fuel Inlet Antenna (all sizes)	180	\$3,240
	Sub Total:	\$105,834
Kinney Police Garage Site:		
		Remaining Balance
RFC-2500 Terminal - 8 Hose - WAF Ready	0	from NACY Site
WAF Antenna Box	1	\$450
RVB Programmer	1	\$1,190
	Sub Total:	\$1,640
Rooney Police Garage Site:		
RFC-2500 Terminal - 8 Hose - WAF Ready	1	\$11,379
WAF Antenna Box (one needed per ICU)	1	\$450
Mag Stripe Card Option	1	\$221
HID Proximity Reader Option	1	\$340
Nozzle Transponder Kit - Standard	4	\$816
Nozzle Transponder Kit - Vapor Recovery	4	\$816
RVB Programmer	1	\$1,190
Fleet Focus Integration Licenses	1	\$1,995
FuelFocus TLS Interface	1	\$2,795
	Sub Total:	\$20,002

Part Description	Quantity	Cost
Sutter's Landing Site:		
RFC-2500 Terminal - 4 Hose - WAF Ready	1	\$10,934
WAF Antenna Box (one needed per ICU)	1	\$450
Mag Stripe Card Option	1	\$221
HID Proximity Reader Option	1	\$340
Nozzle Transponder Kit - Standard	2	\$408
Nozzle Transponder Kit - Vapor Recovery	2	\$408
RVB Programmer	1	\$1,190
Fleet Focus Integration Licenses	1	\$1,995
FuelFocus TLS Interface	1	\$2,795
	Sub Total:	\$18,741
South Area Corp Yard - 24 Street:		
RFC-2500 Terminal - 8 Hose - WAF Ready	4	\$45,518
WAF Antenna Box (one needed per ICU)	1	\$450
Mag Stripe Card Option	4	\$884
HID Proximity Reader Option	4	\$1,360
Nozzle Transponder Kit - Standard	13	\$2,652
Nozzle Transponder Kit - Vapor Recovery	13	\$2,652
RVB Programmer	1	\$1,190
Fleet Focus Integration Licenses	1	\$1,995
FuelFocus TLS Interface	1	\$2,795
	Sub Total:	\$59,496
Other Equipment:		
WAF Vehicle Controller - J1708		
Connectivity	800	\$134,400
Fuel Inlet Antenna (all sizes)	800	\$14,400
Spare Parts Kits	2	\$11,800
Shipping & Handling	9	\$855
	Sub Total:	\$161,455
	TOTAL:	<u>\$367,168</u>
	Sales/Use Tax	<u>\$24,328</u>
	Grand Total	<u>\$391,496</u>

Installation Services Cost

Part Description	Service Unit	Cost
Meadowview Maintenance Facility:		
Installation Services	4	\$5,400
Training Services	2	\$2,700
Estimated Travel	1	\$2,000

Support Upgrade	3	\$4,500
	Sub Total:	\$14,600
Kinney Police Garage:		
Installation Services	1	\$1,350
Training Services	1	\$1,350
Support Upgrade	1	\$0
Estimated Travel	1	\$500
	Sub Total:	\$3,200
Rooney Police Garage:		
Installation Services	1	\$1,350
Training Services	1	\$1,350
Estimated Travel	1	\$500
Support Upgrade	1	\$1,500
	Sub Total:	\$4,700
Sutter's Landing Site:		
Installation Services	1	\$1,350
Training Services	1	\$1,350
Estimated Travel	1	\$500
Support Upgrade	1	\$1,500
	Sub Total:	\$4,700
South Area Corp Yard – 24th Street:		
Installation Services	4	\$5,400
Training Services	1	\$1,350
Estimated Travel	4	\$2,000
Support Upgrade	4	\$6,000
	Sub Total:	\$14,750
Other Services:		
Project Management	20	\$27,000
	TOTAL:	<u>\$68,950</u>
Project Cost—total:		\$460,446

**Quotation
Pricing & Other Business Terms**

Fuel Island Phase 1 Requirements

This proposal describes furnishing the City of Sacramento with the Fuel Islands project; phase 1 as required in accordance with the following provisions and specifications.

The bid items are for evaluation purposes only, with a discount associated with the total purchase. The quantities and items specified are estimates only of the City's requirements. Vendor agrees to furnish

all items listed, and more if required at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

Bidder's quote for completion of phase 1 of the fuel Islands project and shall include all vendor labor, material costs, delivery charges, and sales taxes.,

Phase 1 – Fuel Islands System

Location	Fund	Type	Part Description	Quantity	Price	Extended	Site totals
Meadowview	YB56	Equipment	RFC-2500 Terminal - WAF 4 Optical Channe	3	\$ 11,169.00	\$ 33,507.00	
Meadowview	YB56	Equipment	MAXIMUS DDA and Power Supply	6	\$ 935.00	\$ 5,610.00	
Meadowview	YB56	Equipment	Mechanical Pump Adapter Kit	3	\$ 1,360.00	\$ 4,080.00	
Meadowview	YB56	Equipment	WAF Antenna Box (one needed per ICU)	1	\$ 450.00	\$ 450.00	
Meadowview	YB56	Equipment	Mag Stripe Card Option	1	\$ 221.00	\$ 221.00	
Meadowview	YB56	Equipment	HID Proximity Reader Option	3	\$ 340.00	\$ 1,020.00	
Meadowview	YB56	Equipment	Nozzle Transponder Kit - Standard	12	\$ 204.00	\$ 2,448.00	
Meadowview	YB56	Equipment	Nozzle Transponder Kit - Vapor Recovery	12	\$ 204.00	\$ 2,448.00	
Meadowview	YB56	Equipment	RVB Programmer	1	\$ 1,190.00	\$ 1,190.00	
Meadowview	YB56	Equipment	Fleet Focus Integration Licenses	3	\$ 1,995.00	\$ 5,985.00	
Meadowview	YB56	Equipment	FuelFocus TLS Interface	1	\$ 2,795.00	\$ 2,795.00	
Meadowview	YB56	Labor	Installation Services	4	\$ 1,350.00	\$ 5,400.00	
Meadowview	YB56	Labor	Training Services	2	\$ 1,350.00	\$ 2,700.00	
Meadowview	YB56	Labor	Estimated Travel	1	\$ 2,000.00	\$ 2,000.00	
Meadowview	YB56	Service	Support Upgrade	3	\$ 1,500.00	\$ 4,500.00	
Meadowview	YB56	Equipment	Shipping & Handling	3	\$ 95.00	\$ 285.00	\$ 74,639.00
Kinney	CA91	Equipment	RFC-2500 Terminal - 8 Hose - WAF Ready	0	Left over from Nacy	\$ -	
Kinney	CA91	Equipment	WAF Antenna Box	1	\$ 450.00	\$ 450.00	
Kinney	CA91	Equipment	RVB Programmer	1	\$ 1,190.00	\$ 1,190.00	
Kinney	CA91	Labor	Installation Services	1	\$ 1,350.00	\$ 1,350.00	
Kinney	CA91	Labor	Training Services	1	\$ 1,350.00	\$ 1,350.00	
Kinney	CA91	Service	Support Upgrade	1	\$ -	\$ -	
Kinney	CA91	Labor	Estimated Travel	1	\$ 500.00	\$ 500.00	\$ 4,840.00
Rooney	CA91	Equipment	RFC-2500 Terminal - 8 Hose - WAF Ready	1	\$ 11,379.38	\$ 11,379.38	
Rooney	CA91	Equipment	WAF Antenna Box (one needed per ICU)	1	\$ 450.00	\$ 450.00	
Rooney	CA91	Equipment	Mag Stripe Card Option	1	\$ 221.00	\$ 221.00	
Rooney	CA91	Equipment	HID Proximity Reader Option	1	\$ 340.00	\$ 340.00	
Rooney	CA91	Equipment	Nozzle Transponder Kit - Standard	4	\$ 204.00	\$ 816.00	
Rooney	CA91	Equipment	Nozzle Transponder Kit - Vapor Recovery	4	\$ 204.00	\$ 816.00	
Rooney	CA91	Equipment	RVB Programmer	1	\$ 1,190.00	\$ 1,190.00	
Rooney	CA91	Equipment	Fleet Focus Integration Licenses	1	\$ 1,995.00	\$ 1,995.00	
Rooney	CA91	Equipment	FuelFocus TLS Interface	1	\$ 2,795.00	\$ 2,795.00	
Rooney	CA91	Labor	Installation Services	1	\$ 1,350.00	\$ 1,350.00	
Rooney	CA91	Labor	Training Services	1	\$ 1,350.00	\$ 1,350.00	
Rooney	CA91	Labor	Estimated Travel	1	\$ 500.00	\$ 500.00	
Rooney	CA91	Service	Support Upgrade	1	\$ 1,500.00	\$ 1,500.00	
Rooney	CA91	Equipment	Shipping & Handling	1	\$ 95.00	\$ 95.00	\$ 24,797.38

cont.

Location	Fund	Type	Part Description	Quantity	Price	Extended	Site totals
Sutters Landing	CA91	Equipment	RFC-2500 Terminal - 4 Hose - WAF Ready	1	\$ 10,934.00	\$ 10,934.00	
Sutters Landing	CA91	Equipment	WAF Antenna Box (one needed per ICU)	1	\$ 450.00	\$ 450.00	
Sutters Landing	CA91	Equipment	Mag Stripe Card Option	1	\$ 221.00	\$ 221.00	
Sutters Landing	CA91	Equipment	HID Proximity Reader Option	1	\$ 340.00	\$ 340.00	
Sutters Landing	CA91	Equipment	Nozzle Transponder Kit - Standard	2	\$ 204.00	\$ 408.00	
Sutters Landing	CA91	Equipment	Nozzle Transponder Kit - Vapor Recovery	2	\$ 204.00	\$ 408.00	
Sutters Landing	CA91	Equipment	RVB Programmer	1	\$ 1,190.00	\$ 1,190.00	
Sutters Landing	CA91	Equipment	Fleet Focus Integration Licenses	1	\$ 1,995.00	\$ 1,995.00	
Sutters Landing	CA91	Equipment	FuelFocus TLS Interface	1	\$ 2,795.00	\$ 2,795.00	
Sutters Landing	CA91	Labor	Installation Services	1	\$ 1,350.00	\$ 1,350.00	
Sutters Landing	CA91	Labor	Training Services	1	\$ 1,350.00	\$ 1,350.00	
Sutters Landing	CA91	Labor	Estimated Travel	1	\$ 500.00	\$ 500.00	
Sutters Landing	CA91	Service	Support Upgrade	1	\$ 1,500.00	\$ 1,500.00	
Sutters Landing	CA91	Equipment	Shipping & Handling	1	\$ 95.00	\$ 95.00	\$ 23,536.00
24th Street	CA91	Equipment	RFC-2500 Terminal - 8 Hose - WAF Ready	4	\$ 11,379.38	\$ 45,517.50	
24th Street	CA91	Equipment	WAF Antenna Box (one needed per ICU)	1	\$ 450.00	\$ 450.00	
24th Street	CA91	Equipment	Mag Stripe Card Option	4	\$ 221.00	\$ 884.00	
24th Street	CA91	Equipment	HID Proximity Reader Option	4	\$ 340.00	\$ 1,360.00	
24th Street	CA91	Equipment	Nozzle Transponder Kit - Standard	13	\$ 204.00	\$ 2,652.00	
24th Street	CA91	Equipment	Nozzle Transponder Kit - Vapor Recovery	13	\$ 204.00	\$ 2,652.00	
24th Street	CA91	Equipment	RVB Programmer	1	\$ 1,190.00	\$ 1,190.00	
24th Street	CA91	Equipment	Fleet Focus Integration Licenses	1	\$ 1,995.00	\$ 1,995.00	
24th Street	CA91	Equipment	FuelFocus TLS Interface	1	\$ 2,795.00	\$ 2,795.00	
24th Street	CA91	Labor	Installation Services	4	\$ 1,350.00	\$ 5,400.00	
24th Street	CA91	Labor	Training Services	1	\$ 1,350.00	\$ 1,350.00	
24th Street	CA91	Labor	Estimated Travel	4	\$ 500.00	\$ 2,000.00	
24th Street	CA91	Service	Support Upgrade	4	\$ 1,500.00	\$ 6,000.00	
24th Street	CA91	Equipment	Shipping & Handling	4	\$ 95.00	\$ 380.00	\$ 74,625.50
All Sites	CA91	Labor	Project Management	20	\$ 1,350.00	\$ 27,000.00	
All Sites	CA91	Equipment	Spare Parts Kits	2	\$ 5,900.00	\$ 11,800.00	
Meadowview	YB56	Equipment/Vehicles	HID Key fobs for balance of vehicles	1800	\$ 7.00	\$ 12,600.00	
Meadowview	YB56	Equipment/Vehicles	WAF Vehicle Controller - J1708 Connectivity	180	\$ 168.00	\$ 30,240.00	
Meadowview	YB56	Equipment/Vehicles	Fuel Inlet Antenna (all sizes)	180	\$ 18.00	\$ 3,240.00	
All Sites	CA91	Equipment/Vehicles	WAF Vehicle Controller - J1708 Connectivity	800	\$ 168.00	\$ 134,400.00	
All Sites	CA91	Equipment/Vehicles	Fuel Inlet Antenna (all sizes)	800	\$ 18.00	\$ 14,400.00	
980 Total vehicle VIB units							
Subtotal						\$ 436,117.88	
TAX						\$ 24,328.71	
Total						\$ 460,446.59	

Phone Support is available as an annual option. Any resultant support contract may be extended on a year to year basis under the same terms and conditions. However, in no case shall the renewal extend beyond 3 years from the date of award of the original contract. Bidder shall provide maximum price increases for subsequent years, should the contract be extended.

Support (Maintenance)

2nd Year Support Option_

Location	Fund	Type	Part Description	Support
Meadowview	YB56	Service	Support Upgrade	\$ 4,725.00
Kinney	CA91	Service	Support Upgrade	\$ 1,575.00
Rooney	CA91	Service	Support Upgrade	\$ 1,575.00
Sutters Landing	CA91	Service	Support Upgrade	\$ 1,575.00
24th Street	CA91	Service	Support Upgrade	\$ 6,300.00
				\$ 15,750.00

5 % increase above the 1st Option Year pricing

3rd Year Phone Support Option \$16,537.50 , 5% increase above the 2nd Option Year pricing

NOTE: All discounts expire February 28, 2007.

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

Labor Rate

The labor rate of \$168.75 shall be the total hourly charge for any work required by the City. Such rate will include as a minimum, all wages, payroll taxes, fringe benefits, insurance, tools, , professional and general administrative expenses. Rate does not include travel.

Warranty Offered

The system shall be warranted for 365 days from delivery.

Pricing Schedule Notes

1. **Installation notes:** This quote is based on site being "FMS Ready". FMS Ready means that all FMS System pedestals will be mounted to the appropriate location. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels. Assumes all dispensers have pulsers and are fuel system compatible. All wires will be pulled and left disconnected at each end. See full FMS Ready description below.
2. Does not include permits, permit fees or site as built drawings.
3. Subject to any applicable state and/or local sales tax
4. Warranty is one (1) year telephone help desk support. Extended warranty plans are available for subsequent years.
5. Following represents a checklist of items that need to be performed to comply with "FMS Ready".
 - a. Have an electrical contractor mount the FMS System pedestals and fasten to concrete.
 - b. Conduit Requirements - Have electrician run a conduit from the master dispensers to pedestal as needed. Our electrical requirements to each FMS Controller are as follows:
 - i. MAXIMUS will need dedicated power from a circuit breaker panel to each FMS Controller. The power for each FMS Controller can be pulled off one circuit breaker.
 - ii. MAXIMUS will need a dedicated conduit back to the building from each FMS Controller for communication wiring unless RF LAN connectivity will be used. These may be looped also.
 - iii. MAXIMUS will need one conduit from the pedestal to be terminated in the dispenser electrical junction box.
 - iv. MAXIMUS will either need:
 1. A second conduit from the pedestal to the pulser junction box in the dispenser, or
 2. The pulser junction box in the dispenser piped over to the electrical junction

box in the dispenser

- c. Contractor must mount WAF Antenna centrally to all fuel lanes if WAF option is purchased. Must have conduit from nearest ICU to this point
 - d. Cable Requirements - Have electrician pull the following cables - leaving at least three feet extra to extend above the top of the pedestal and as much as possible to fit in the electrical junction box within the dispensers: The items lettered below correspond with the same letter of the conduit above.
 - i. Three 14AWG minimum THHN gas/oil resistant wires for power, neutral, ground to each FMS Controller from breaker panel. Terminate at panel, wire nut FMS System ends and mark breaker. Lock breaker in off position
 - ii. Pull whatever cable is appropriate based on client demands and location parameters to ensure a reliable TCP/IP ethernet connectivity at the fuel island. This may be a CAT5 cable, fiber optics or RF Ethernet connectivity. If the TLS Interface option is chosen a four conductor shielded cable 22AWG minimum from TLS System to the FuelFocus Controller is also needed. Short haul modems may be necessary and are not included in this quote.
 - iii. Pull four 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser (eight if it is a two hose pump/dispenser) electrical junction box for control wiring. One of these wires should be white for neutral.
 - iv. Pull a four conductor 22AWG minimum shielded cable to the dispenser for pulser communication.
 - v. Pull the CAT5 wire included with WAF Antenna to the ICU along with a single 14AWG THHN green wire for grounding purposes
6. In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.
7. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Project Manager's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work.
8. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.
9. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.
10. Estimated Quantities

EXHIBIT B

MAXIMUS INC. AND COMMODITY AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **MAXIMUS INC. Compensation.** The total of all purchases and fees paid to the MAXIMUS INC. for the completion of the project (Updating the City's Automated Fuel System: Phase 1) set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$460,446.
2. **Billable Rates.** MAXIMUS INC. shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **MAXIMUS INC. Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of MAXIMUS INC. for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to MAXIMUS INC..**
 - A. Payments to MAXIMUS INC. shall be made within a reasonable time after receipt of MAXIMUS INC. invoice, said payments to be made in proportion of completion of the project (Updating the City's Automated Fuel System: Phase 1) or as otherwise specified in Attachment 1 to Exhibit B. MAXIMUS INC. may request payment on a monthly basis. MAXIMUS INC. shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by MAXIMUS INC. shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to MAXIMUS INC. for correction.

CITY shall not be responsible for delays in payment to MAXIMUS INC. resulting from MAXIMUS INC. failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Department of General Services
5730 24th Street, Bldg. 1, Sacramento, Ca 95822
Phone: 916-808-6338
Attn: Accounting*

5. **Additional Services.** Additional Services are those services related to the scope of services of MAXIMUS INC. set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other MAXIMUS Inc. to perform said Additional Services.
6. **Accounting Records of MAXIMUS INC...** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, MAXIMUS INC. shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of MAXIMUS INC. costs for all Services and Additional Services performed under this Agreement and records of MAXIMUS INC. Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** MAXIMUS INC. shall pay, when and as due, any and all taxes incurred as a result of MAXIMUS INC. compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. MAXIMUS INC. hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of MAXIMUS INC. breach of this Section 7.

**EXHIBIT D
MAXIMUS INC. AND COMMODITY AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that MAXIMUS INC. (including MAXIMUS INC. employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither MAXIMUS INC. nor MAXIMUS INC. 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 MAXIMUS INC. under the provisions of this Agreement, and MAXIMUS INC. shall be issued a Form 1099 for its services hereunder. As an independent contractor, MAXIMUS INC. 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 MAXIMUS INC. employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore 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 MAXIMUS INC., in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by MAXIMUS INC. for accomplishing such results. To the extent that MAXIMUS INC. 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 MAXIMUS INC. sole discretion based on the MAXIMUS INC. determination that such use will promote MAXIMUS INC. efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that MAXIMUS INC. 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 MAXIMUS INC., such persons shall be entirely and exclusively under the direction, supervision, and control of MAXIMUS INC. 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 MAXIMUS INC... It is further understood and agreed that MAXIMUS INC. shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of MAXIMUS INC. 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 MAXIMUS INC... MAXIMUS INC. may represent, perform services for, or be employed by such additional persons or companies as MAXIMUS INC. sees fit provided that MAXIMUS INC. does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** MAXIMUS INC. represents and warrants that MAXIMUS INC. has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature those are legally required for MAXIMUS INC. to practice its profession or provide any services under the Agreement. MAXIMUS INC. represents and warrants that MAXIMUS INC. 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 MAXIMUS INC. to practice its profession or provide such Services. Without limiting the generality of the foregoing, if MAXIMUS INC. is an out-of-state corporation, MAXIMUS INC. 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.** MAXIMUS INC. 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 MAXIMUS INC. 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. **MAXIMUS INC. Not Agent.** Except as CITY may specify in writing, MAXIMUS INC. and MAXIMUS INC. personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. MAXIMUS INC. and MAXIMUS INC. personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** MAXIMUS INC. 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 MAXIMUS INC. performance of Services under this Agreement. MAXIMUS INC. 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. MAXIMUS INC. 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 MAXIMUS INC. is or employs a former officer or employee of the CITY, MAXIMUS INC. and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, MAXIMUS INC. 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. MAXIMUS INC. agrees to protect all City Information and treat it as strictly confidential, and further agrees that MAXIMUS INC. 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, MAXIMUS INC. 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 MAXIMUS INC. of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. MAXIMUS INC. Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by MAXIMUS INC. 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. MAXIMUS INC. shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. MAXIMUS INC. 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 MAXIMUS INC. 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 MAXIMUS INC. 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 MAXIMUS INC. of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from MAXIMUS INC. by CITY, whether received in connection with MAXIMUS INC. proposal to CITY or in connection with any Services performed by MAXIMUS INC., 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 MAXIMUS INC. of any request for the disclosure of such information. The MAXIMUS INC. 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 MAXIMUS INC. 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 MAXIMUS INC. 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 MAXIMUS INC. of any rights regarding the information designated "trade secret" by MAXIMUS

INC., and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** MAXIMUS INC. shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of MAXIMUS INC. profession in California. All products of whatsoever nature that MAXIMUS INC. 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 MAXIMUS INC. profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. MAXIMUS INC. shall assign only competent personnel to perform Services pursuant to this Agreement. MAXIMUS INC. shall notify CITY in writing of any changes in MAXIMUS INC. 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 MAXIMUS INC. 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, MAXIMUS INC. shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

 - B. CITY shall have the right at any time to temporarily suspend MAXIMUS INC. performance hereunder, in whole or in part, by giving a written notice of suspension to MAXIMUS INC... If CITY gives such notice of suspension, MAXIMUS INC. 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 MAXIMUS INC... If CITY gives such notice of termination, MAXIMUS INC. shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) MAXIMUS INC. 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 MAXIMUS INC. the reasonable value of Services rendered by MAXIMUS INC. prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by MAXIMUS INC. had the Agreement not been terminated or had MAXIMUS INC. completed the Services required by this Agreement. In this regard, MAXIMUS INC. shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by MAXIMUS INC... The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: MAXIMUS INC. shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable 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"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of MAXIMUS INC., its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the MAXIMUS INC., or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: MAXIMUS INC. shall, upon CITY's request, defend at MAXIMUS INC. sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of MAXIMUS INC., its sub-MAXIMUS Inc., subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, 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 MAXIMUS INC. hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

It is understood and agreed by the MAXIMUS INC. 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 MAXIMUS INC. in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as

ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

No automobile liability insurance shall be required if MAXIMUS INC. completes the following certification:

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

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

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

No Workers' Compensation insurance shall be required if MAXIMUS INC. 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." _____ (MAXIMUS INC. initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

_____ Professional liability insurance is required and must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement.

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

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

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

F. Subcontractors

MAXIMUS INC. shall require and verify that all sub-MAXIMUS Inc. and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

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

- A. Compliance With Regulations: MAXIMUS INC. shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: MAXIMUS INC., 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. MAXIMUS INC. 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 MAXIMUS INC. for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by MAXIMUS INC. of MAXIMUS INC. 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: MAXIMUS INC. 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 MAXIMUS INC. is in the exclusive possession of another who fails or refuses to furnish this information, MAXIMUS INC. 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 MAXIMUS INC. 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 MAXIMUS INC. under this Agreement until MAXIMUS INC. complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: MAXIMUS INC. 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. MAXIMUS INC. 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 MAXIMUS INC. becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, MAXIMUS INC. may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by MAXIMUS INC., and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by MAXIMUS INC., nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of MAXIMUS INC. 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 MAXIMUS INC. under this Agreement. In recognition of this interest, MAXIMUS INC. shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

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

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages

 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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