



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

**Bid Number: B081181003**

## INVITATION FOR BID And Contract Specifications

**FOR: Towing and Storage Services**

***Bids Must Be Received Prior To 2:00 P.M., on August 1, 2007***

**Bids Must Be Submitted To:** City Clerk's Office  
915 "I" Street, First Floor  
Sacramento, CA 95814

Pre-Bid Conference: Friday, July 20, 2007 at 9:00a.m.  
Mandatory:  Yes Sacramento Safety Center-Hall of Honor  
 No 5770 Freeport Blvd., Ste. 100  
Sacramento, CA 95822

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

Name of Bidder: Capitol City Automotive, Inc.

Address: 5741 Florin Perkins Road

City, State, Zip Code: Sacramento, CA 95828

Phone Number: (916) 383-3711

Email Address: Joe\_Mahan@capcitytow.com

**CITY OF SACRAMENTO  
PROCUREMENT SERVICES DIVISION**

**Bid No. B081181003**

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# **SECTION I REQUIREMENTS**

**SECTION I – REQUIREMENTS**

**A. "NO BID" RESPONSE FORM**

**NOTE: COMPLETE AND RETURN THIS FORM  
ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

**"NO BID" QUESTIONNAIRE**  
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List.** Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because \_\_\_\_\_  
\_\_\_\_\_
- Other reasons/comments: \_\_\_\_\_  
\_\_\_\_\_
- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Street Address/P.O. Box)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(E-mail address)

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

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

c:\...local\NoBid-ResponseForm (4/99) .wpd

(Fold Here Second - Then Seal With Tape)

City of Sacramento  
City Clerk's Office  
915 I Street, 1st Floor  
Sacramento, CA 95814-2714

Place  
Stamp  
Here

City of Sacramento  
City Clerk's Office  
915 I Street, 1st Floor  
Sacramento, CA 95814-2714

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(Fold Here First)

**SECTION I – REQUIREMENTS**

**B. BID INSTRUCTIONS AND REQUIREMENTS**

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

1. Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
  - a. To obtain an electronic version of this bid go to Procurement’s website at [www.cityofsacramento.org/finance/bids/](http://www.cityofsacramento.org/finance/bids/).
  - b. All bids shall be delivered to designated recipient not later than the time specified on the Invitation for Bids.
  - c. Bids will be opened, in public, in the City Clerk’s Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., August 1, 2007.

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

- d. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate Bids. Alternate bids are invalid unless invited and covered by the specifications.
4. Bid Security. Bid Security is:         Required                     Not Required
 

If required, bid security approved by the City must accompany the bid, in the amount of \_\_\_\_ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. Interest in More Than One Bid. No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56 130(D).
6. Rejection of Bids. The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. Right to Waive. The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
8. City Code. All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. Equipment. If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
10. Performance Bond. A performance bond is:  Required  Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of \_\_\_\_\_.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. **Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Solicitation Questions

Procurement Services Division  
Attention: Christine Slay, Program Specialist  
916-808-6344  
cslay@cityofsacramento.org

Technical Questions:

Sacramento Police Department  
Jason Contreras – Tow Administrator  
916-808-0595  
jcontreras@pd.cityofsacramento.org

These inquiries must be submitted at least 5 business days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

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

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

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

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

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:
  - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
  - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
  - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business

enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. Pre-Award Conference. The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. Award by Item or Group. The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. Multiple Awards. The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. Contract Award. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

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

SECTION I - REQUIREMENTS

C. BID SIGNATURE PAGE

BID No. B081181003

FOR SERVICES/SUPPLIES: Evidence Impound Towing and Storage Services

To the City of Sacramento:

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

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Capitol City Automotive, Inc.

ADDRESS: 5741 Florin Perkins Road, Sacramento, CA 95828

PHONE #- (916) 383-3711 FAX #- (916) 383-8204

STATE TAX I D #- 212-6475-9 FED TAX I D #- 68-0087314

City of Sacramento Business Operation Tax Certificate #, 831

(Contract award will not be processed without a valid and current Certificate Number)

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

BY: (signature of authorized person) [Signature]

PRINT NAME: Joe Mahan

TITLE: President

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

**FOR CITY USE ONLY**

The Bid was opened on August 1, 2007

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

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

\_\_\_\_\_  
City Clerk/Procurement Services Manager

**CONTRACT AWARD**

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

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$ 6,37,000.-

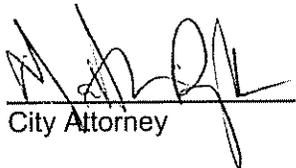
Award Date: 8-28-07

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

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

SECTION I – REQUIREMENTS

**D. PREVAILING WAGE IN CERTAIN SERVICES REQUIREMENT**

This section is not applicable.

**SECTION I – REQUIREMENTS**

**E. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS**

**REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

**INTRODUCTION**

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

**APPLICATION**

The provisions of the Ordinance apply to any contract or Contract (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 Contracts 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 Contract with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or Contract; to permits for excavation or street construction; or to Contracts 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 Contract 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 Contract 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; Contracts for the use of City right-of-way where a contracting utility has the power of eminent domain; or Contracts governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

**ATTACHMENT A**



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

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3 54).

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

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

The included employee benefits are:

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

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

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

**You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

**ATTACHMENT B**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

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

The included employee benefits are:

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

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

**You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I St., 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

## SECTION I – REQUIREMENTS

### **F. LIVING WAGE ORDINANCE (LWO) REQUIREMENTS**

#### ***LIVING WAGE ORDINANCE***

The Living Wage Ordinance (LWO) requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their employees for time spent performing any work on the City contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, renewed or extended at the City's discretion.

#### **Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific City contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

##### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to City, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

##### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the City of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the City has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.**

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>1</sup>

**Subcontract Amount**

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

**Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.<sup>2</sup>

The minimum compensation required is as follows:

- a. If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (1) During 2004, \$9.00 per hour.

---

1 The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

2 A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining Contract containing an express waiver of the LWO.

- (2) During 2005, the greater of \$9.33 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.
- (3) During 2006, the greater of \$9.67 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
- (4) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

b. If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:

- (1) During 2004, \$10.50 per hour.
- (2) During 2005, the greater of \$10.87 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.
- (3) During 2006, the greater of \$11.17 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
- (4) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. In 2004, the living wage is \$9.00 an hour with health benefits and \$10.50 an hour without health benefits. In 2005, the living wage is at least \$9.33 an hour with health benefits and \$10.87 an hour without health benefits. In 2006, the living wage is at least \$9.67 an hour with health benefits and \$11.17 an hour without health benefits. And in 2007, the living wage is at least \$10.00 an hour with health benefits and \$11.50 an hour without health benefits. For more information, see chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees who earn less than \$12 an hour of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining Contracts.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining Contract or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

**Additional Information**

For a complete description of LWO provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).

For more information on the LWO requirements and the City's LWO program, contact Procurement Services Department, (916) 808-6240.

**SECTION II**  
**CONTRACT DOCUMENTS**

## SECTION II – CONTRACT DOCUMENTS

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any work and/or furnishing of any materials.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort 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 Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
  - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
  - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

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

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

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

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

A. Termination for Cause. If the Procurement Services Manager determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Agreement terminated upon 30 days written notice and may, in the Procurement Services Manager's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Agreement with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Agreement, City may thereupon terminate the Agreement immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Agreement.

B. Termination for Convenience. The City may terminate the Agreement, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned, or any other costs which have not been incurred, as of the date of termination.

C. Termination After Completion Date. If the Contractor fails to complete his performance of the Agreement within the time specified in the Agreement (including any approved extension of such

time), if any, the Agreement may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Agreement either by rebidding or otherwise, and the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Agreement on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall 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 CONTRACTOR, 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 CONTRACTOR, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONTRACTOR shall, upon CITY's request, defend at CONTRACTOR's 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 CONTRACTOR, its 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 CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more

persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by

CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's

obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Agreement 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 Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Agreement Documents, the conflict shall be resolved by giving precedence to the Agreement Documents in the following order:

- A. Post-Award Amendments
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements.
- F. General Conditions
- G. Technical Specifications and/or Plans

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any work performed or material supplied by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the

subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Agreement, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Agreement. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for reinspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
  - A. The Agreement 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 Agreement shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
  - C. The Agreement shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Agreement 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 Agreement shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
  - D. Notwithstanding any provision of the Agreement Documents to the contrary, this section shall govern over any other provision of the Agreement.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Agreement will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or

upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Agreement either for cause or for convenience as provided in Section 17 of these General Conditions.

25. **Payment and Invoicing.** Unless otherwise specified in the Agreement Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.
26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Agreement. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
27. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Agreement shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed does not meet the minimum requirements of the Agreement, the Contractor shall be required to correct the same at Contractor's sole expense.

## SECTION II – CONTRACT DOCUMENTS

### B. SPECIAL PROVISIONS

1. QUANTITIES (ESTIMATED)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

2. Price Adjustment

No price changes are permitted during the first two years of the contract. If the contract extends beyond this period, prices quoted may be made subject to adjustment. However, no increase will exceed 5% of the then current City price, needs to be presented to Procurement Services in writing, and is effective solely at the discretion of the Procurement Services Manager.

3. Pricing

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

4. Cooperative Purchasing

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

5. Purchase Contract Documents

A copy of the Notice Inviting Bids, the Bid and a copy of these General Conditions and the Specifications and Bid will remain on file in the Office of the City Procurement Services Manager and it is understood will form the purchase Contract when accepted by the City Manager. All materials or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

6. Dismissal of Unsatisfactory Employees

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

7. Drug-Free Workplace Policy

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

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

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

8. Modification of Contract

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

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

9. Subcontracts and Assignments

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

10. Default by Contractor

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

## SECTION II – CONTRACT DOCUMENTS

### C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

#### Evidence Impound Towing and Storage Services

##### Scope of Work

The intent of these specifications is to describe Evidence Impound Towing and Storage Services for various cars and light trucks, as required, by the Sacramento Police Department (SPD).

##### 1.0 - Contract Representative

During performance of the contract, the City will be represented by Tow Administrator, Christine Autio, Sacramento Police Department, 5770 Freeport Blvd., Suite 100, Sacramento, CA 95822, Telephone (916) 808-0595.

##### 1.1 - Definitions

For the purposes of this agreement, the following terms shall refer to:

###### 1.1.1 Chief of Police

The Chief of Police of the SPD, or his/her designee.

###### 1.1.2 City

City of Sacramento

###### 1.1.3 Contractor

The successful bidder with which a contract is established to provide the services described in this Invitation for Bid.

###### 1.1.4 Disqualification

Disqualification is the elimination of a Contractor from any further participation in the SPD's Evidence Impound Contract.

###### 1.1.5 Evidence Impound Tow

Tow services conducted pursuant to 22655.5 CVC

##### 1.2 - Contract Period

Any contract(s) resulting from this bid shall be for one year effective from September 8, 2007 through September 7, 2008.

##### 1.3 - Contract Extension

This 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 five (5) years from the

original date of award. Bid prices shall be negotiated and agreed upon prior to any extension period.

Extensions will be solely at the discretion of the City of Sacramento.

1.4 - Compliance

Bidders must comply with all requirements of this scope of work effective the date the bid is submitted to the City. Compliance will be subject to immediate inspection and verification. Failure to comply may result in disqualification from this bidding process.

1.5 - Tow Facility Location

The Contractor's facility shall be located within the City of Sacramento and a 15 mile radius of the Downtown intersections of Highway 50, Business 80 and State Route 99.

1.6 - Tow Experience

The City seeks a company with a minimum of five (5) years of verifiable experience in the field and a minimum of five (5) years of law enforcement towing experience; either rotational or evidence impound. (Complete references will be required). All experience must have been conducted within the previous eight (8) years with a minimum of (120) tows per year.

1.7 - Background Check Requirements

The successful bidder shall maintain a current City of Sacramento Tow Car Permit for each tow vehicle used for this contract. All drivers shall have a valid City of Sacramento Tow Car Driver's Permit. Copies of permits must be presented upon request. Failure to maintain current permits shall be reason for terminating this agreement. All company personnel who have access to the evidence impound storage area must undergo an annual background check. All tow drivers shall undergo a background check when they renew their Sacramento City Tow Driver Permit. All associated costs shall be at the Contractor's expense, including fingerprinting. No prior felons with convictions within the last five (5) years will be allowed access to the storage area or be allowed to respond to tow any evidence impound vehicle under the terms of this contract regardless of City permit status. **Note:** All permits must be in force prior to the award of this agreement, and any renewal of the agreement.

1.8 - Portal to Portal

Service shall start at the time of arrival at the place of the call for service, and shall end at the estimated time of return to the evidence impound storage location, or the completion of the call, if another call is pending, whichever is shorter. Return to the evidence impound storage facility includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment, 2) reasonable to charge for cleaning burn debris from carrier bed, 3) car towed leaves

mud track on bed of carrier; not reasonable to charge for cleaning of carrier bed.) For the purpose of this contract, "Portal to Portal" shall also mean "Portal to End of Service."

1.9 - Possession

Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations begin.

1.10 - Certificate of Secretary / Fictitious Name Statement

- A Certificate of Secretary is a document filed with the State of California that authorizes the owner(s) to sign legal agreements on behalf of a corporation.
- A Fictitious Name Statement is required per California State law (Business and Professions Code section 17910), which requires that every person, partnership, corporation, or other association, who regularly transacts business in California for profit under a Fictitious Business Name, files a statement with the County in which the principal place of business is located.

**Note:** Any business submitting a bid should be prepared to submit a copy of one of these documents or provide a written explanation of their exemption.

1.11 - Purchase Order

A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

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

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

1.12 - Public Safety Response

A Public Safety Response is a response which results in a storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.

1.13 - Response Time

Response Time is the period of time from a Contractor's notification by City of Sacramento's designated employee to the arrival of the tow truck at the location requested. All road services and towing shall be provided 24/7, including holidays. All

response times for all calls within the City limits shall be within thirty (30) minutes from notification by SPD's designated employee. Response time is critical to the maintenance of this agreement. Failure to comply with the response times stated can be reason for terminating this agreement.

1.14 - Storage

Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.

1.15 - Termination

Termination is the permanent removal of the Contractor from continued participation in the remainder of the term of this Evidence Impound Contract (see Section II, General Conditions, Item 9 of this document) or the expiration of the contract period, whichever is comes first.

1.16 - After Hour Gate Fee

After regular business hours a 'gate fee' shall be charged to the City when entry into the evidence impound storage facility is required. All response times for all calls shall be within thirty (30) minutes from notification by SPD's designated employee. This after hours 'gate fee' shall be billed to the City as the base tow charge as bid in this contract. Stand-by time shall only apply when asked by SPD personnel to stand-by with them at the facility.

1.17 - Tow Truck

A tow truck as defined in Section 615 of the California Vehicle Code ("CVC") is a vehicle which includes slide back carriers and wheel lift vehicles. A "trailer for hire" shall not be approved for listing as a Class A tow truck.

1.18 - Vehicle Recovery Operation

An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class B, C, or D tow truck(s).

1.19 - Mark-up Rates

The Contractor shall submit a mark-up rate (percentage of the cost to the operator) for retail equipment; specialized labor; and Class B, C, and D evidence impound tows, not otherwise listed on the application.

1.20 - Additional Costs

1.20.1 – Actual Costs

If a Contractor performs a service for which a required rate was not submitted to, and approved by the City, the Contractor shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted; the Contractor may only charge for the actual rate paid for the labor.

1.20.2 – Estimate

Whenever services are requested, which are not covered by this contract, the Contractor shall advise the City or the requesting Officers / Detectives of the estimated cost of the service before it is performed.

1.20.3 – Lien Fees

Lien Fees shall not be charged to the City of Sacramento or the Sacramento Police Department for any vehicle(s) that is stored pursuant to 22655.5 CVC. Lien Fees may be charged to the registered owner or legal owner of a vehicle once it is released from Police custody as evidence impound vehicle(s).

1.21 - Signage

1.21.1 – Cashiers Station Signage

The Contractor shall display in plain view at all cashiers stations, a sign as described in Section 3070 of the California Civil Code, disclosing all towing and storage fees and other charges in force. The sign shall state the following: "Any person being charged for a Lien Processing Fee is entitled to copies of the supporting documentation showing the lien processing completed as of that date."

1.21.2 – Place of Business Signage

An operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the sign and lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night. No signage or postings shall indicate there are any evidence impound vehicles being stored at this facility for any agency.

1.22 - Change of Address

The Contractor must notify the City of any change in his/her primary or secondary storage location, evidence impound storage facility or business office at least thirty (30) days in advance of the actual change in location. All new locations are subject to all facility requirements contained in this agreement. Facility inspections may be conducted at any time for contract compliance.

1.23 – Lease Agreements / Property Tax Bills

The Contractor shall provide the City with a copy of any lease, including any modifications or extensions, for Contractor's primary and secondary storage location(s),

evidence impound facility or business office(s), if applicable. In the event the property is owned outright, Contractor shall provide a copy of the most recent property tax bill.

1.24 - Moving Vehicles

During normal business hours, the Contractor shall provide assistance, including, but not limited to, moving or lifting stored towed vehicles, without additional charges.

1.25 - Normal Business Hours

"Normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following City recognized holidays: New Year's Day, Martin Luther King Day, George Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. If the day after Christmas and New Year's Day falls on Monday through Friday, it is not considered a holiday.

1.26 - Changes of Equipment and Drivers

The Contractor shall in writing immediately notify the Sacramento Police Department Tow Administration Office of any changes in or additions to, including deletions of tow trucks, drivers and other equipment or employees.

1.27 - Vehicle Releases

Prior to releasing a vehicle to the registered owner, or his/her agent, or another tow company, a release must be obtained from the SPD for vehicles towed and/or stored pursuant to 22655.5 CVC. These can be originals, faxed copies from an SPD fax number or emailed from an official SPD or City email account ending with either: "@PD.CityofSacramento.org" or "@CityofSacramento.org".

1.28 - Inspection of Towed Vehicle VIN and License Plates

The Contractor shall visually inspect, when possible and practical, every tow on-scene prior to hooking up or within twenty-four (24) hours of each tow dispatch call to verify that the license plates and VIN (Vehicle Identification Number) on every vehicle or trailer match the information documented by the Officer on the SPD188 Form. If any variation or discrepancy exists, the contractor will immediately notify the Officer on-scene or the Office of Investigations at (916) 808-0650 to contact the Lead Investigator assigned to the case. A new SVS (Stolen Vehicle System) entry may be needed in some instances.

1.29 - Minimum Facility Requirements

Contractor shall comply with the following minimum facility requirements:

1.29.1 - Physical Characteristics

The primary office shall be large enough to accommodate necessary personnel and administrative records. Contractor shall provide a public, permanent restroom facility, either unisex or separate and a public indoor or covered outdoor waiting area to seat at

least four (4) people. Restroom facilities shall be maintained in a functional, clean and orderly fashion.

1.29.2 - Public Safety

All adequate measures shall be taken to protect the safety of the public.

1.29.3 - Compliance with City Codes, State and Federal Laws

In addition to the provisions herein, the evidence impound facility shall comply with all City Codes and safety regulations applicable to the proposed use. The Contractor's facility, towing equipment, and drivers must comply with all applicable Federal, State and local regulations.

1.29.4 - Access

The public shall have direct, unabated access to the inside of the office waiting area.

1.29.5 – Secured Facility

In order to comply with General Order 536.02, Contractor must possess a secure facility with four (4) solid walls, attached solid roof, and an improved surface, on which all evidence impounds must be stored at all times. Within this primary storage facility, a separate area for evidence impound vehicles, also having four (4) solid walls that extend from floor to ceiling, shall be provided with the following requirements:

- Be an area where all evidence impound cars shall be kept free from any form of contamination, casual or intentional, by persons or by nature, such as touching, examining, wind, water, dust, or rain.
- Is an area clearly separated from all other stored vehicles and work area by solid walls.
- All storage area surfaces used for the purposes of this contract must be improved as per the most current and applicable Sacramento City Codes, regardless of any exemptions, variances or zoning ordinances on record for the property.
- The total capacity of the primary evidence impound storage location must total no less than 4,800 square feet for use in connection with this contract. All efforts shall be made to ensure adequate space available between and around each vehicle, no less than 3 feet on each side.
- Site must be secure at minimum with a 24 hour a day, 7 days a week ("24/7") monitored alarm system and secure door locks and pad locks for the roll up door(s). The use of guard dogs is prohibited around the evidence impound vehicles. Neither the primary facility nor the evidence impound storage area shall be identified with any special markings or signs to indicate the storage of evidence vehicles. All additional and necessary security provisions will be employed to ensure restricted access and a high level of security at all times.
- Have adequate lighting within evidence impound area 28 to 65 foot candles or 300 to 700 lux. Additional supplemental lighting via skylights are acceptable, but must easily achieve complete darkness during daylight hours for evidence processing.

- Location should contain a rolling work bench or two (2) carts to be used for the processing of vehicles and items of evidence.

**Note:** The evidence impound storage area designated for use by this contract shall not be used for any other vehicle storage while this contract is in effect. If no vehicles are currently being stored by the SPD, the space shall remain vacant. Vehicles that were originally towed by the SPD may continue to occupy space within this storage area while another agency is now financially responsible for their storage.

### 1.30 - Forklift

Contractor must have a forklift available on-scene at all times capable of lifting and moving any Class A vehicle, or portion thereof, within the evidence impound storage area. Not all vehicles will be complete or be capable of rolling on their own; wheel dollies are insufficient and not acceptable substitutes.

### 1.31 - Forklift Operator

Forklift Operation: Contractor must employ at least one (1) Certified Forklift Operator (per: 29 CFR 1910.178(1)(OSHA-199) available to work business hours: Monday – Friday 0800-1700 hrs. and also available on a 24/7 on-call basis with a thirty (30) minute response time. Operator must be certified to operate the forklift designated for use by this contract.

### 1.32 - Mechanic or Mechanical Technician

A Mechanic or Mechanical Technician must be available to work business hours: Monday – Friday 0800-1700hrs and also available on a 24/7 on-call basis with a thirty (30) minute response time. This person must be capable of assisting in a variety of automotive disassembly techniques including removing engines, transmissions, door trim panels, dash covers, windows, and opening trunks or hoods. Additionally, all tools necessary to provide these services should be readily available, including hand tools, cherry picker or similar device and any pneumatic tools necessary.

### 1.33 - Tow Vehicles

The Contractor must have in operation a sufficient number of qualified drivers with City tow car driver permits and a minimum of four (4) Class A tow vehicles with a minimum of 15,000 GVWR meeting the tow truck specifications and having the equipment specified for a Class A tow truck. This requirement must be met with a minimum of two (2) recovery/wheel lift trucks, the remainder can be any combination of recovery/wheel lift or flat bed carrier trucks. All tow trucks used must have a valid City Tow Truck Permit and must meet all Federal and State requirements and laws. The Contractor shall use only tow vehicles that are certified by a state-licensed inspection facility or have received a certificate issued by the California Highway Patrol when responding to tow requests pursuant to this Contract.

1.34 - Base Tow Charge

The Base Tow Charge shall include ten (10) miles and fifteen (15) minutes standby time. Any additional miles shall be billed on a per mile basis and shall start at the place the vehicle is picked up by the Contractor's tow vehicle. The duration of any standby time in excess of fifteen (15) minutes for which tow company seeks payment, shall be verified by the officer in charge at the site or by his/her designee.

**NOTE:** There shall be no additional charge for road services or towing performed on holidays, weekends, or during the evening or early morning hours.

1.35 - Out-of-town Rates

Out-of-town hourly rates shall apply to those calls for service that extend either beyond the Sacramento County boundaries or beyond a thirty-five (35) mile radius from the Downtown intersections of Highway 50, Business 80 and State Route 99, whichever extends further (as per Google Earth at: <http://earth.google.com/>). These hourly rates shall be bid in this contract. All routes shall use [www.Mapquest.com](http://www.Mapquest.com) for mileage billing with a printout attached to the invoice submitted for payment. The originating start point and end point shall be the tow company's evidence impound storage facility.

1.36 - Non-exclusive

The services provided to the City in this contract are not exclusive, and City may seek the same services from another vendor.

1.37 - Estimated Quantities

Items and quantities listed on the bid sheet are based on past usage and have constituted a majority of the items required. Other items may be required. Quantities are subject to increase or decrease. Bid items are listed for evaluation purposes only. It is necessary to bid a mark-up rate for services sought in conjunction with this contract outside of the scope of services. These can include the mark-up rate for Class B, C or D tows.

1.38 Electronic Inventory

The successful bidder shall maintain an active electronic inventory of all vehicles placed on impound status per 22655.5CVC for no less than five (5) years and will electronically (via email) notify SPD, at a minimum once a week, regarding the number of vehicles currently in evidence impound storage. Notification will include the impound date; vehicle license plate number, make, model, and year; SPD Report Number; connect-up report number (if any); detective assigned for follow-up; date CSI responded to process the vehicle; SPD authorized release date; badge and name of SPD personnel who released the vehicle; any advanced fees pending payment; and if the vehicle was towed from another tow company, list the name and contact information.

This database shall include all separate itemized charges, all vehicle information; all report information, and all supporting release documentation. This database must be capable of generating reports for audits at any time.

1.39 - Advance Payment

There shall be no advance payment of towing, storage or lien fees to other tow companies. Anytime a vehicle is towed as evidence from another tow company, that vehicle shall be released back to that same tow company after it is released by SPD and no longer an evidence impound per 22655.5 CVC. If the originating tow company does not want the vehicle back, the Contractor may initiate their own charges and lien processes. The Contractor must contact the originating tow company prior to attempting to deliver the vehicle to the originating tow company to ensure they will accept delivery. If the vehicle is going to be given back to the originating tow company, SPD shall pay for the tow at the base rate bid in this contract.

1.40 - Class B, C and D Tows

Class B, C and D vehicles may be subcontracted out to a reputable tow company at the discretion of the evidence impound tow company. Billing for these tows shall utilize the mark-up rate bid in this contract. The towed vehicle shall be accompanied and supervised at all times by an authorized tow driver from the evidence impound tow company, under the terms and conditions of this contract, in an authorized tow truck. This is to maintain the chain of custody of these vehicles and to ensure proper techniques are utilized during the tow operations. These vehicles shall be stored at the evidence impound storage facility at all times. Copies of all original invoices must accompany all billing to the City of Sacramento.

1.41 – Professional Demeanor and Conduct

At all times Contractor and Contractor's tow truck drivers and all other employees and any sub-contractors shall conduct themselves in a courteous, honest and professional manner in all their dealings with the public and the City, its employees, volunteers and agents. The City may at any time conduct random customer service inquiries with citizens who have been towed by any contractor acting under the terms and agreements of this proposal.

As a tow operator for the City of Sacramento you will abide by the *California Tow Truck Association Code of Ethics*.

- To show my faith in the worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
- To provide the general public with the best possible service and to promote a sense of personal obligation to each individual.
- To comply with all federal, state, county, city laws and regulations.
- To aid my fellow industry man in time of need and not to do anything which might conceivably injure the reputation of my competitors.

- To seek success and to demand fair remuneration that is justly due, but accept no profit at the price of my own self respect lost because of unfair advantage taken or questionable acts on my part.
- To provide the public with adequate equipment, which is kept as clean and neat as possible, and to train my drivers to be polite and courteous during public contact.
- To employ truth and accuracy in advertising and soliciting and to honor any commitments made in the course of business.

1.41.1 -While participating in this contract, the operator and his/her employees shall refrain from any acts of misconduct, including but not limited to any of the following:

1.41.1.1 - Rude or discourteous behavior directed towards City personnel or citizens for whom service is provided. "Rude or discourteous behavior" shall mean any act that would insult, aggravate, disturb or frustrate a person of reasonable sensibilities, which act(s) shall include, but is not limited to, using profanity or inappropriate language, manifesting an uncooperative and/or angry demeanor, performing acts of vandalism, failing to respond to questions in a courteous and professional manner, intentionally misrepresenting rates or tow procedures or attempting to manipulate rates or tow procedures at the detriment of citizens or the City.

1.41.1.2 - Sub-standard service, customer service, selective service, or refusal to provide service which the tow company is capable of performing.

1.41.1.3 - Any act of sexual harassment or sexual impropriety.

1.41.1.4 - Unsafe driving practices.

1.41.1.5 - Any objective symptoms of alcohol and / or drug use / abuse while performing any related tow service for the City.

#### 1.42 – Contractors Records

##### 1.42.1 - Invoices

All invoices shall include the date; the Contractor's unit number and/or driver dispatch; the make, year, and license number of the vehicle impounded; the address of the road call; the address where the vehicle was towed to (if towed); SPD report number; starting and ending mileage of the towing vehicle; the reason for the road call; and the starting and ending times of the road service. Each invoice shall be signed by the driver of the tow vehicle. Driver's name shall appear legibly on the invoice.

If invoices are incorrectly priced, the City shall notify the Contractor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

##### 1.42.2 - Tow Records

The Contractor shall maintain records of tow services furnished for all public agencies as well as all private persons or entities while participating in the Tow Services

Agreement, including those described below, as a minimum. Such records shall be retained for a period of five (5) years, and shall be open to inspection during business hours immediately upon request by representatives of the SPD or City.

At a minimum, records should contain:

1.42.2.1 - Tow services

The contractor shall record the following information for every tow:

- Original or copy of the SPD 188 tow form.
- Name, address, and phone number of person, if available, whose vehicle was towed.
- VIN, license number, make, year, and model of each vehicle towed.
- Location from which the vehicle was towed.
- Name or employee number of driver assigned to said tow.
- Location to which vehicle was towed (if different from Contractor's primary storage facility).
- Reason for tow.
- Location to which vehicle was towed (if secondary tow is made) and any and all subsequent location transfers or moves, including the dates and time of those moves.
- Name of party to whom the vehicle was released.
- Method and date of payment.
- All fees and charges for said tow, showing specifically towing, storage, lien fees, etc.
- Any items of personal property released from any vehicle, including the date, time, and name of person receiving the items.
- Disposition of towed vehicles that are unclaimed.
- All proceeds from the sale of towed vehicles that are unclaimed.
- All documentation of purported claims relating to damage, theft, vandalism, other acts of negligence or damage from acts of God as they relate to each involved vehicle, trailer or conveyance.
- Date and time the request for tow is received.
- Date and time a tow unit departs the tow facility (or residence of driver if after business hours).
- Date and time the tow unit arrives at the Contractor's storage facility.
- Date and time any contents are released.
- Date and time of release of the vehicle.

1.42.2.2 - Lien Sale Data

The contractor shall record the following information for every lien sale:

- Date the lien processing begins.
- Date the notice of lien sale is mailed.
- Date and time of lien sale.
- Location of lien sale.
- Identification of purchaser.

- Monies received as a result of the lien sale.
- Amount of excess monies forwarded to the state.

1.42.3 - Personnel Records

All employees, drivers and sub-contractors, both current and former shall have a secured personnel file at the primary business office that shall contain at a minimum records related to their employment, training, discipline, FMLA and leave requests, vacation requests and sick time records. Any additional personnel documentation needed to comply with this contract shall also be contained within these records.

1.43 - Exceptions

The submission of a bid proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein.

**SECTION III  
BIDDER RESPONSE  
DOCUMENTS**

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**A. ITEMS REQUIRING BIDDER RESPONSE**

*NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.*

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

**YES** - our firm is certified by the City of Sacramento as a small business enterprise

**NO** -our firm is not certified by the City of Sacramento as a small business enterprise

If the response to the above is YES, provide the City of Sacramento Certification Number  
CAC 6075000 A Expires 12/31/2010

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an emerging business enterprise? Check the appropriate block below:

**YES** - our firm is certified by the City of Sacramento as an emerging business enterprise

**NO** - our firm is not certified by the City of Sacramento as an emerging business enterprise

If the response to the above is YES, provide the City of Sacramento Certification Number:  
 \_\_\_\_\_

**2. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1 %). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1 %) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions.

---

**BizNet Profile: CAPITOL CITY AUTOMOTIVE INC**


---

<b>Registration/NbR:</b> CAC6075000A <b>Prime SIC:</b> 7549 <b>Prime NIGP:</b> 96890
<b>Name:</b> CAPITOL CITY AUTOMOTIVE INC
<b>Business Description:</b> EMERGENCY ROAD SERVICE 24 HOURS A DAY, 365 DAYS A YEAR. TOWING AND STORAGE FOR ALL TYPES OF VEHICLES AND PROVIDING SECURE WAREHOUSE STORAGE FOR SACRAMENTO POLICE DEPARTMENT EVIDENCE IMPOUND VEHICLES.
<b>Street:</b> 5741 FLORIN PERKINS ROAD
<b>City:</b> SACRAMENTO <b>State:</b> CA <b>Zip:</b> 95828
<b>County:</b>
<b>Phone:</b> (916) 383-3711 <b>Fax:</b> (916) 383-8204
<b>E-mail:</b> Joe_Mahan@capcitytow.com
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> JOE MAHAN
<b>Ethnic Group:</b> Caucasian
<b>Gender:</b> Male
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> SBE <b>State Certification:</b> OBE <b>DBE Certification:</b> OBE
<b>Sacramento Cert. Expires:</b> 12/31/2010 <b>California Cert. Expires:</b> <b>DBE Cert. Expires:</b>
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> <b>3rd SIC:</b> <b>4th SIC:</b> <b>5th SIC:</b> <b>6th SIC:</b> <b>7th SIC:</b> <b>8th SIC:</b>
<b>2nd NIGP:</b> <b>3rd NIGP:</b> <b>4th NIGP:</b> <b>5th NIGP:</b> <b>6th NIGP:</b> <b>7th NIGP:</b> <b>8th NIGP:</b>

<b>NOTE:</b>
--------------

OBE stands for Other Business Enterprise indicating that the firm is not certified.
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authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?  X  Yes; or      No

If the answer to Question #1 is "Yes"-

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

5741 Florin Perkins Road  
Sacramento, CA 95828

Specify if above address is a fixed office location or distribution point(s): -----

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

      # 831      

**3. PAYMENT DISCOUNT**

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

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

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

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL  
BIDDER PRIOR TO START OF CONTRACT**

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

**1. CERTIFICATE OF INSURANCE**

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

**2. BUSINESS OPERATIONS TAX CERTIFICATE**

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

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



**Capitol City  
Automotive, Inc.**

To: City of Sacramento  
Bid # B081181003

Re: 2008 / 2009 Evidence Impound Towing Contract

“ Resolve that Capitol City Automotive, Inc, Joe Mahan, President & Treasurer, and Jane Mahan, Vice President & Secretary whose signatures appear below are hereby authorized in the name of this corporation to execute an Evidence Impound Towing & Storage Contract between the City of Sacramento and Capitol City Automotive, Inc”.

Signature  
President – Treasurer

Signature  
Vice President – Secretary

I, Jane Mahan, Secretary of Capitol City Automotive, Inc. hereby certify Joe Mahan as President of this corporation is authorized to sign and enter into all legal agreements and contracts as representative of Capitol City Automotive, Inc. I also hereby certify the foregoing as a resolution duly and legally adopted by the Board of Directors of said corporation, signatures of the persons mentioned in the corporation resolution and authorized to act on behalf of said corporation as set forth in said resolution.

I further certify the said resolution has not been amended and is in full force and effect.

Dated: July 26, 2007

  
Jane Mahan – Secretary

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2007

**PRODUCER** (916) 231-1741  
Wells Fargo of California Insurance Services, Inc.  
CA DOI LIC #0352275  
11017 Cobblerock Drive, Suite 100  
Rancho Cordova, CA 95670

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED** Capitol City Automotive, Inc.  
5741 Florin Perkins Road  
Sacramento, CA 95828

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Everest National Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	5900001732071	4/1/2007	4/1/2008	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT		\$ 1,000,000															
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000															
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

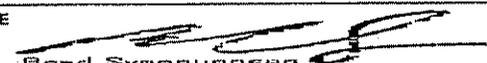
RE: Towing and road service operations

**CERTIFICATE HOLDER**

City of Sacramento Procurement Service  
Div  
5730 24th Street Bldg 4  
Sacramento, CA 95822-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/4/2006

**PRODUCER** (916) 231-1741  
Acordia of California Insurance Services, Inc.  
CA DOI LIC #0352275  
11017 Cobblerock Drive, Suite 100  
Rancho Cordova, CA 95670

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED** Capitol City Automotive, Inc.  
5741 Florin Perkins Road  
Sacramento, CA 95828

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm	
INSURER B: Colony Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	0446155D0575	10/5/2006	10/5/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
B	X	<b>GARAGE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO	GP3344177	10/5/2006	10/5/2007	AUTO ONLY - EA ACCIDENT	\$ 1,000,000
						OTHER THAN AUTO ONLY: EA ACC	\$ 1,000,000
						AGG	\$ 3,000,000
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		Garagekeepers Legal Liability	GP3344177	10/5/2006	10/5/2007	\$120,000 Limit	\$1,000 Deductible
B		On-Hook	GP3344177	10/5/2006	10/5/2007	\$50,000 Limit	\$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: Towing and Road Service Operations**  
 Evidence Impound Vehicle Storage Services. List of Vehicles attached. Certificate holder is additional insured per the attached CA2048.

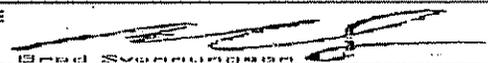
### CERTIFICATE HOLDER

City of Sacramento  
Risk Management / Procurement Service Div.  
914 I Street, 4th Floor  
Sacramento, CA 95814-

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: 0446155D0575

COMMERCIAL AUTO  
CA 20 48 02 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

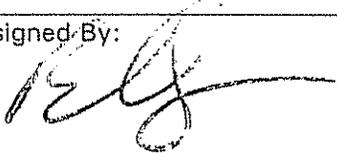
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/5/06	Countersigned By:  (Authorized Representative)
Named Insured:  Capitol City Automotive, Inc.	

### SCHEDULE

Name of Person(s) or Organization(s):	City of Sacramento Procurement Service Division 914 I Street, 4 <sup>th</sup> Floor Sacramento, Ca 95814
---------------------------------------	---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

MUST BE POSTED IN CONSPICUOUS PLACE



**CITY OF SACRAMENTO**  
BUSINESS OPERATIONS TAX CERTIFICATE

831

Business name CAPITOL CITY AUTOMOTIVE INC.  
Business address 5741 FLORIN PERKINS RD  
Owner CAPITOL CITY AUTOMOTIVE INC  
Type of Business TOWING SERVICE  
Tax Classification 401

FROM	TO
Mo. Day Yr.	Mo Day Yr.
07/01/07	06/30/08

EXPIRES

CAPITOL CITY AUTOMOTIVE INC  
5741 FLORIN PERKINS RD  
SACRAMENTO CA 95828

CITY OF SACRAMENTO

JUL 18 2007  
IF NOT  
VALIDATED  
PAID

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

**DEPARTMENT OF MOTOR VEHICLES**

MOTOR CARRIER PERMIT BRANCH MS G875

P O BOX 932370 Sacramento, CA. 94232-3700

(916) 657-8153



10/04/2006

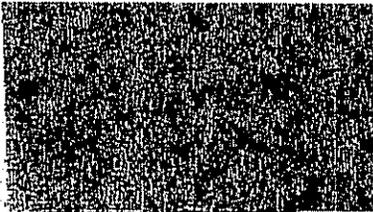
CAPITOL CITY AUTOMOTIVE INC  
5741 FLORIN PERKINS RD  
SACRAMENTO, CA 95828

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<b>MOTOR CARRIER PERMIT</b>			
DEPARTMENT OF MOTOR VEHICLES MOTOR CARRIER SERVICES BRANCH P.O. BOX 932370 Sacramento, CA. 94232-3700  CAPITOL CITY AUTOMOTIVE INC 5741 FLORIN PERKINS RD SACRAMENTO, CA 95828		Valid From:	10/03/2006	Valid Through:	09/30/2007
		CA#:	0142237		
		THE CARRIER NAMED ON THIS PERMIT, HAVING MADE WRITTEN APPLICATION TO THE DEPARTMENT OF MOTOR VEHICLES FOR A PERMIT TO OPERATE AS A MOTOR CARRIER OF PROPERTY AS DEFINED IN VEHICLE CODE SECTION 34601, AND HAVING MET THE REQUIREMENTS AND PAID THE APPROPRIATE FEES, IS GRANTED A PERMIT OF THE FOLLOWING CLASSIFICATION:			
		<b>For Hire Full Year Corporation</b>			
Pmt Date:	10/03/2006	Office #:	154		
Account #:	16278	Tech ID:	KV		
Sequence #:	0006	Amt Paid:	\$475.00		

**!!!IMPORTANT REMINDERS!!!**

- 1 Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
- 2 Your insurance must remain valid through the term of your permit or a suspension action could occur.
- 3 Changes to your fleet are not required to be reported until your renewal
- 4 Changes to your business entity may require a new CA# and application for another Motor Carrier Permit
- 5 If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form
- 6 For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
- 7 You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



### LEASE ADDENDUM NUMBER ONE

This lease addendum dated January 23, 2006 amends the lease dated September 9, 2004, by and between LONNIE C. NIELSON and JOHN D. CHANDLER, as Lessor and CAPITOL CITY AUTOMOTIVE, INC. as Lessee for the premises commonly known as 5761 Florin Perkins Road, Unit 4, Sacramento, California, a 5,000 +/- square foot portion of a 40,000 +/- square foot multi-tenant concrete tilt-up warehouse and office building.

Whereas, the parties wish to amend the lease term and rent schedule for the Premises, the following is mutually accepted and agreed between the parties hereto:

1. **Term** (Paragraph 1.3) - The term of this lease shall begin on February 1, 2006 and expire on September 31, 2008.
2. **Rent** (Paragraph 1.5) - Effective February 1, 2006 the base rent shall be adjusted as follows:

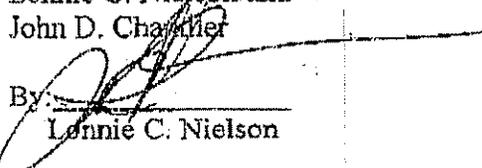
February 1, 2006 - September 31, 2006	\$2,350.00 per month
October 1, 2006 - September 31, 2007	\$2,400.00 per month
October 1, 2007 - September 31, 2008	\$2,450.00 per month

Lessee shall be responsible for all of Lessee's utilities and garbage.

Except as amended, herein, all the other terms and conditions of the Lease hereinabove referred to shall remain unchanged and in full force and effect.

In Witness whereof, this Lease Addendum has been executed by the parties hereto on the date stated below.

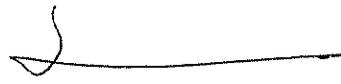
Lessor:  
Lonnie C. Nielson and  
John D. Chandler

By:   
Lonnie C. Nielson

By:   
John D. Chandler

Date: 1/23/06

Lessee:  
Capitol City Automotive, Inc

By:   
Joe Mahan for Capitol City  
Automotive, Inc.

Date: 1/25/06

*dated* - JAN 25 '06 15:15



# SACRAMENTO COUNTY

## SECURED PROPERTY TAX BILL 2006-2007

FOR FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007

DAVE IRISH  
DIRECTOR OF FINANCE  
TAX COLLECTOR

# ANNUAL TAX BILL

JANUARY 1, 2006, LIEN DATE ASSESSED VALUES	
LAND	155,717
IMPROVEMENTS	145,717
FIXTURES	
PERSONAL PROPERTY	
<b>ASSESSED VALUES SUBTOTAL</b>	<b>301,434</b>
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
<b>NET ASSESSED VALUES</b>	<b>301,434</b>

**\*\*\* ATTENTION \*\*\***

PLEASE NOTE  
YOU WILL NOT RECEIVE A  
SEPARATE BILL OR REMINDER  
NOTICE FOR THE 2ND INSTALLMENT

**IMPORTANT INFORMATION ON REVERSE SIDE**

MAIL TO:  
MAHAN FAMILY TRUST  
9022 FOLKSTOVER CT  
ELK GROVE CA 95624

TAX RATE AREA CODE 03373			
AD VALOREM TAXING AGENCY	TAX BASE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	3,014.34
LOS RIOS COLLEGE GOB	1	.00720	21.70
<b>AD VALOREM TAXING AGENCY TOTAL</b>			<b>3,036.04</b>

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY CODE 3.136.02	CITY LIBRARY SERVICES AD #96-02	916-264-2717	40.98
0155	MELLO-ROOS	ELK GROVE SCHOOL DIST MR - CFD #1	916-686-7562	183.36
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	37.14
0472	S & H 36601	POWER INN AREA PBID	866-807-6864	175.00
0595	L & L ACT 1972	SACTO CITY LIGHTING & LANDSCAPING	916-808-5778	676.60

✓ # 36928

	PAY BY CREDIT CARD AT 1-888-877-3575 OR BY E-CHECK AND CREDIT CARD AT WWW.EPROPTAX.SACCOUNTY.NET	<b>DIRECT LEVY TOTAL</b>	1,113.08
ADJUSTMENT TO MAKE BILL EVEN			

FIRST INSTALLMENT DUE 11/1/2006 PAY BY 12/10/2006	2,074.56	SECOND INSTALLMENT DUE 2/1/2007 PAY BY 4/10/2007	2,074.56	<b>TOTAL DUE</b>	4,149.12
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PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY JUNE 30, 2007.

PARCEL NUMBER 062-0090-019-0000	BILL NUMBER 06278332	AGENT FLORIN PERKINS R	BRANCH R	PROPERTY LOCATION 95828
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# SACRAMENTO COUNTY

## SECURED PROPERTY TAX BILL 2006-2007

FOR FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007

**DAVE IRISH**  
DIRECTOR OF FINANCE  
TAX COLLECTOR

## ANNUAL TAX BILL

JANUARY 1, 2006, LIEN DATE ASSESSED VALUES	
LAND IMPROVEMENTS	119,998
FIXTURES	
PERSONAL PROPERTY	
<b>ASSESSED VALUES SUBTOTAL</b>	<b>119,998</b>
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
<b>NET ASSESSED VALUES</b>	<b>119,998</b>

**\*\*\* ATTENTION \*\*\***

PLEASE NOTE  
YOU WILL NOT RECEIVE A  
SEPARATE BILL OR REMINDER  
NOTICE FOR THE 2ND INSTALLMENT

**IMPORTANT INFORMATION ON REVERSE SIDE**

MAIL TO:  
MAHAN FAMILY TRUST  
9022 FOLKSTOVER CT  
ELK GROVE CA 95624

TAX RATE AREA CODE 03372			
AD VALOREM TAXING AGENCY	TAX BASE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	1,199.98
LOS RIOS COLLEGE GOB	1	.00720	8.64
<b>AD VALOREM TAXING AGENCY TOTAL</b>			<b>1,208.62</b>

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY CODE 3.136.02	CITY LIBRARY SERVICES AD #96-02	916-264-2717	11.28
0155	MELLO-ROOS	ELK GROVE SCHOOL DIST MR - CFD #1	916-686-7562	155.56
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	40.86

✓ \$ 36929

	PAY BY CREDIT CARD AT 1-888-877-3575 OR BY E-CHECK AND CREDIT CARD AT WWW.EPROPTAX.SACCOUNTY.NET	<b>DIRECT LEVY TOTAL</b>	207.70
		<b>ADJUSTMENT TO MAKE BILL EVEN</b>	

FIRST INSTALLMENT → 708.16 DUE 11/1/2006 PAY BY 12/10/2006
     
 SECOND INSTALLMENT → 708.16 DUE 2/1/2007 PAY BY 4/10/2007
     
 TOTAL DUE → 1,416.32

PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY JUNE 30, 2007.

SECTION III – BIDDER RESPONSE DOCUMENTS

**C. BID GUARANTEE**

**This section is not applicable.**

SECTION III – BIDDER RESPONSE DOCUMENTS

**D. PERFORMANCE BOND**

**This section is not applicable.**

SECTION III – BIDDER RESPONSE DOCUMENTS

**E. PAYMENT BOND**

**This section is not applicable.**

SECTION III – BIDDER RESPONSE DOCUMENTS

**F. DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

*BID PROPOSAL MAYBE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.*

The undersigned contractor certifies that it and all subcontractors performing under this Contract will provide a drug-free workplace by:

- 1 Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
  2. Establishing a Drug-Free Awareness Program to inform employees about:
    - a. The dangers of drug abuse in the workplace
    - b. The contractor's policy of maintaining a drug-free workplace.
    - c. Any available drug counseling, rehabilitation, and employee assistance program.
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - 3 Notify employees that as a condition of employment under this Contract, employees will be expected to:
    - a. Abide by the terms of the statement
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace
  - 4 Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy on the "Drug-Free Workplace" statement
  - 5 Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
    - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency
- \* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing within three years of the date of my signature below

EXCEPTION: \_\_\_\_\_

Date	Violation Type	Place of Occurrence
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If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Capitol City Automotive, Inc.

BY: [Signature] Joe Mahan President Date: July 26, 2007

Signature

Title

Effects of violations: a. Suspension of payments under the Contract b. Suspension or termination of the Contract c. Suspension or debarment of the contractor from receiving any Contract from the City of Sacramento for a period not to exceed five years

SECTION III – BIDDER RESPONSE DOCUMENTS

**G. PREVAILING WAGE IN CERTAIN SERVICES DECLARATION**

**This section is not applicable**

SECTION III – BIDDER RESPONSE DOCUMENTS

**H. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Capitol City Automotive, Inc.

\_\_\_\_\_  
Name of Contractor

5741 Florin Perkins Road, Sacramento, CA 95828

\_\_\_\_\_  
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or Contract ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, 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

I agree that should I offer any of the above listed employee benefits, that I 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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that 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, I will not be required to provide the benefit, nor shall it be deemed

discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with 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, in the infrastructure, 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 the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining Contract(s) where, in fact, employee benefits are governed by a collective bargaining Contract(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the Contract(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining Contract(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining Contract(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; 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.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or Contract to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

July 26, 2007

Date

Joe Mahan - President

Print Name

SECTION III – BIDDER RESPONSE DOCUMENTS

**1. DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

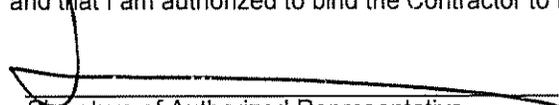
Name of Contractor: Capitol City Automotive, Inc.

Address: 5741 Florin Perkins Road, Sacramento, CA 95828

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

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3 58 of the Sacramento City Code (the "Ordinance") If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will 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 City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration

  
Signature of Authorized Representative

Date: July 26, 2007

Print name: Joe Mahan

Title: President

SECTION III - BIDDER RESPONSE DOCUMENTS

**J. PRICING SCHEDULE**

**For furnishing to the City Evidence Impound Towing and Storage Services according to specifications and prices contained herein:**

The bid items listed below are for evaluation purposes only. Quantities and items specified are estimates of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

- 1. All quotes for tow service within the City limits shall include the cost often (10) miles of towing and fifteen (15) minutes of standby time. All tow services and charges that are local and not 'Out-of-town' shall start from the time vehicle is picked up, not the time tow vehicle is dispatched. This base rate shall be also known as the hourly rate for towing services under the terms of this contract.
- 2. All quotes for winching shall include the cost to travel to scene, the use of one hundred feet (100') of cable and thirty (30) minutes of standby time. Winching is considered a separate service and is in addition to the base tow.

Vendor Note: All items must be quoted in order for Vendor to be considered responsive

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
01	3918	Inside Vehicle Storage (per day charge). Refer to sections 1.14 and 1.29.5 for details.	\$ <u>12.50</u>	\$ <u>48,975.00</u>
02	390	Tows (vehicle must be rated to tow 15,000 GVWR or higher), Class A sling / wheel lift / dolly or slide bed truck. Conditions to determine most suitable equipment. Slide bed truck is preferred.	\$ <u>38.00</u>	\$ <u>14,820.00</u>
03	120	Additional standby time (quote for a 15-minute period)	\$ <u>14.25</u>	\$ <u>1,710.00</u>
04	678	Charge per mile after 10 miles base tow price	\$ <u>2.50</u>	\$ <u>1,695.00</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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05	5	Winching (quote shall include 100 ft of cable and 30 minutes standby time).	\$ <u>45.00</u>	\$ <u>225.00</u>
			<b>Bid Total</b>	\$ <u>67,425.00</u>

Prices offered will be fixed for the first two years of the contract. Any price increases in years 3, 4 and 5 will not exceed 5% per year of the then current City price.

All prices quoted shall be all inclusive to include but not be limited to: all labor, freight, material cost, and any and all taxes.

**Labor Rate:**

The following hourly labor rate shall be the total hourly charge for any additional work required by the City, to include engine or transmission removal, or vehicle disassembly for evidence collection. Such rate will include as a minimum, all wages, payroll taxes, fringe benefits, insurance, tools, transportation, overhead, professional and general administrative expenses.

Hourly Rate: \$ 57.00 per hour (Shall not exceed posted hourly rate)

**Mark-up Rate:**

The following mark-up rate shall be the total mark-up for any additional work required by the City, but sub-contracted out or procured from another company. This mark-up rate shall include the rental of specialized equipment, and sub-contracting of Class B, C or D towing services.

Mark-up rate percentage: 10 % (Cost to the City will be posted rate plus mark-up)

**Out-of-town hourly Rate:**

The following out-of-town hourly rate shall apply to those tow services provided under the terms of this contract as per Section 1.35. Out-of-town hourly rates shall apply to those calls for service that extend either beyond the Sacramento County boundaries or beyond a thirty-five (35) mile radius from the Downtown intersections of Highway 50, Business 80 and State Route 99, whichever extends further (as per Google Earth at: <http://earth.google.com/>). All routes shall use [www.Mapquest.com](http://www.Mapquest.com) for mileage utilizing all highways and freeways when present and possible. Billing with a printout attached to the invoice submitted for payment. The originating start point and end point shall be the tow company's evidence impound storage facility. No additional billing for stand-by time or mileage shall apply to out-of-town services.

Out-of-town hourly rate: \$ 66.00 Per hour (Shall not exceed posted rate)