Meeting Date: 10/23/2012

Report Type: Consent

Title: Contract: Convention Center Lighting Exhibit Halls A & B LED Lighting Upgrade

Report ID: 2012-00845

Location: 1100 14th Street, District 1

Recommendation: Pass a Motion: 1) awarding a contract to Lofings Lighting for the purchase of LED lighting fixtures for the Sacramento Convention Center in an amount not to exceed $354,301; and 2) authorizing the City Manager or the City Manager’s designee to execute the contract specified above.

Contact: James Christensen, Senior Electrical Engineer, (916) 808-5863; Tim Hopper, Contract Specialist, (916) 808-8173, General Services Department

Presenter: None

Department: General Services Dept
Division: Facility & Real Property Management
Dept ID: 13001511

Attachments:

1-Description/Analysis
2-Attachment 1
3-Contract with Lofings Lighting

City Attorney Review
Approved as to Form
Kourtney Burdick
10/12/2012 8:23:46 AM

City Treasurer Review
Reviewed for Impact on Cash and Debt
Russell Fehr
10/4/2012 2:35:52 PM

Approvals/Acknowledgements
Department Director or Designee: Craig Lymus - 10/8/2012 11:32:26 AM
Description/Analysis

**Issue:** This report recommends awarding a contract to purchase LED lighting fixtures to replace the existing less-energy-efficient fixtures in the Sacramento Convention Center, Exhibit Halls A and B.

**Policy Considerations:** The recommendations in this report are in accordance with: 1) the provisions of City Code Section 3.56; 2) the Sustainable Procurement Policy; and 2) the Sustainability Master Plan.

**Economic Impacts:** None

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The recommendations in this report have been determined to be exempt from the requirements of CEQA, under Section 15061(b)(3) of the CEQA Guidelines, which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The current recommendations involve only the purchase of LED lighting fixtures. Therefore, as determined by the City’s Environmental Services Planning Manager, no environmental review is necessary.

**Sustainability:** Replacing the existing metal halide lighting fixtures in the Sacramento Convention Center with more energy efficient LED lighting fixtures will result in an estimated energy savings of 200,000 kilowatt hours per year. This energy savings will, in turn, reduce the City’s greenhouse gas emissions. Vendors were encouraged in the bid to offer Energy Star certified LED lighting fixtures.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Replacing the existing metal halide lighting fixtures in the Sacramento Convention Center with more energy efficient LED lighting fixtures will result in an estimated energy savings of 200,000 kilowatt hours per year. This energy savings will, in turn, reduce the City’s greenhouse gas emissions.

On August 31, 2012, Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B13131061003 for LED lighting fixtures. Two bids were received. Lofings Lighting was determined to be the lowest responsive and responsible bidder. A summary of the bid results is provided in Attachment 1.

**Financial Considerations:** Sufficient funds are available in the CC&L Lighting Retrofit capital improvement project (C13001902, Fund 1001) to award a contract to Lofings Lighting for the purchase of LED lighting fixtures in an amount not to exceed $354,301.

**Emerging Small Business Development (ESBD):** Lofings Lighting is a City certified emerging/small business enterprise.
## Bid Results – Bid No. B13131061003

<table>
<thead>
<tr>
<th>Convention Center Exhibit Halls A&amp;B</th>
<th>Lofings Lighting</th>
<th>Granite Electrical Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Amount</td>
<td>$354,300.90</td>
<td>$385,346.33</td>
</tr>
<tr>
<td>5% ESBE Preference</td>
<td>$17,715.04</td>
<td>None</td>
</tr>
<tr>
<td>1% City Limit Preference</td>
<td>$3,543.00</td>
<td>$3,853.46</td>
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<tr>
<td>Prompt Payment Discount</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Bid Evaluation Total</td>
<td>$333,042.86</td>
<td>$381,492.87</td>
</tr>
</tbody>
</table>

Award contract to: Lofings Lighting  
Number of bids received: 2  
Number of ESBE firms solicited:  
Number of ESBE responses:  

* Federal Funds are being used for this project
City of Sacramento

Requires Council Approval: ☑ Yes  ☐ No  Meeting: 10-23-12
☐ Real Estate  ☐ Other Party Signature Needed  ☐ Recording Requested

General Information

<table>
<thead>
<tr>
<th>Type: Commodity</th>
<th>PO Type: Formal Bid-Commodity</th>
<th>Attachment: Original No.:</th>
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<tbody>
<tr>
<td>$ Not to Exceed:</td>
<td>$ 354,300.90</td>
<td>Original Doc Number:</td>
</tr>
<tr>
<td>Other Party:</td>
<td>LOFINGS LIGHTING</td>
<td>Certified Copies of Document:</td>
</tr>
<tr>
<td>Project Name:</td>
<td>CONVENTION CENTER EXHIBIT HALLS A&amp;B LED LIGHTING UPGRADE</td>
<td>Deed: ☐ None</td>
</tr>
<tr>
<td>Project Number:</td>
<td>Bid Transaction #: 13131061003</td>
<td>Included ☐ Separate</td>
</tr>
<tr>
<td></td>
<td>E/SBE-DBE-M/WBE: na</td>
<td></td>
</tr>
</tbody>
</table>

Department Information

Department: General Services  Division: Architecture & Engineering
Project Mgr: James Christensen  Supervisor: Yadi Kavakebi
Contract Services: Tim Hopper  Division Mgr: Yadi Kavakebi
PM Phone Number: 808-5863  Org Number: 13001541

Comment: Federal funds being used for this project

Review and Signature Routing

<table>
<thead>
<tr>
<th>Department</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Mgr</td>
<td>[Signature]</td>
<td>10/8/12</td>
</tr>
<tr>
<td>Contract Services:</td>
<td></td>
<td>9-28-12</td>
</tr>
<tr>
<td>Supervisor</td>
<td>[Signature]</td>
<td>10/8/12</td>
</tr>
<tr>
<td>Division Manager:</td>
<td></td>
<td>10/8/12</td>
</tr>
<tr>
<td>City Attorney</td>
<td>Signature or Initial</td>
<td>Date</td>
</tr>
<tr>
<td>City Attorney</td>
<td>[Signature]</td>
<td>10/5/12</td>
</tr>
<tr>
<td>Call Tim Hopper x8173</td>
<td>☐ Notify for Pick Up</td>
<td></td>
</tr>
</tbody>
</table>

Authorization

Schwartz, Reina
Department Director:

City Mgr: yes ☐ No ☑

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

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

Department of General Services
(Responsible Department)

Bid Number: B13131061003

INVITATION FOR BID
And
Contract Specifications for Supplies

FOR: Convention Center Exhibit Halls A & B
LED Lighting Upgrade

Bids Must Be Received Up To The Hour of 2:00 P.M. on September 26, 2012

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: [X] Yes
[ ] No
1030 15th Street, Suite 100
Sacramento, CA 95814
September 5, 2012 at 9:00 AM to 11:00 AM

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

Name of Bidder: Lofings Lighting, Inc.
Address: 2121 J street
City, State, Zip Code: Sacramento, CA 95816
Phone Number: 916-442-3582
Email Address: max@lofings.com

Ver. (05-04-12)
# CITY OF SACRAMENTO

**Bid No. B13131061003**

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<td>B. Submittals Required Prior to Start of Contract</td>
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<tr>
<td>Attachment 1: non-professional agreement with the City of Sacramento.</td>
<td>N/A</td>
</tr>
</tbody>
</table>
SECTION I
REQUIREMENTS
BID NO. B13131061003

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 0 ADDITIONAL COP 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/generalservices/procurement/bids.

   b) Bidders are invited to be present at the opening of bids. 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. on, September 26, 2012. After opening, Bids may be inspected in the City Clerk’s Office.

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

   c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. Alternate Bids. Alternate bids are invalid unless invited and covered by the specifications. Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.

4. Bid Security. Bid Security is:

   [ ] Required    [ X ] Not Required

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

5. Interest in More Than One Bid. No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. Rejection of Bids. The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. Right to Waive. The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. City’s Options. City reserves the following options:

   1. The right to award in whole or in part.
   2. The right to reject all partial bids.
   3. The right to reject any or all bids or make no award.
   4. The right to issue subsequent Invitation For Bids (IFB).
   5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
   6. The right to waive any informalities or irregularities in the bidding process and any bids.
   7. The right to accept a bidder’s signed offer and issue a purchase order directly to the bidder based on the IFB.
8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [X] Not Required [ ] Required

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

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

   **Contractual Questions**
   - Department Name: General Services
   - Attention: Tim Hopper
   - Email: thopper@cityofsacramento.org
   - Phone (916) 808-8173

   **Technical Questions**
   - Department Name: General Services
   - Attention: James Christensen
   - Email: jchristensen@cityofsacramento.org
   - Phone (916) 808-5863

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

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

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

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

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

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

15. Determination of Lowest Responsible Bidder. Sacramento City Code §3.56.020 provides that the lowest responsible bidder shall be determined as follows:

a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder’s performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City’s local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of 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 increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. Multiple Awards. The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. Contract Award. Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

20. Emergency/Declared Disaster Requirements. In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City’s needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the
disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

21. Acceptable bid format. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

City of Sacramento  
City Clerk’s Office  
915 I St., Ste. 122391  
Sacramento, CA. 95814-2604

Bid submissions made via personal delivery shall be delivered to:

City of Sacramento  
City Clerk’s Office  
Historic City Hall  
915 I St., Ste. 116  
Sacramento, CA. 95814

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

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

C. BID SIGNATURE PAGE

BID NO. B13131061003

FOR SERVICES/SUPPLIES: LED Light Fixtures with Wireless Dimming and Controls

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Lofing Lighting, Inc.

ADDRESS: 2121 J Street, Sacramento, CA 95816

PHONE #: 916-442-3582 FAX #: 916-442-3644 E-MAIL: max@Lofing.com

STATE TAX I.D. #: SRKA99214903 FED. TAX I.D. #: 68-0290833

City of Sacramento Business Operation Tax Certificate #: 1226

(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: Max Lofing

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

FOR CITY USE ONLY

The Bid was opened on 9-26-12.

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

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

City Clerk

CONTRACT AWARD

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

Specify:

Contract Not-to-Exceed Amount: $354,300.90

Award Date: 10-23-12

CONTRACT APPROVAL

Approved as to Form: Approved: Attest:

Kathryn J. Burdick
City Attorney City Manager (Or Authorized Designee) City Clerk
D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.
“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:
  City of Sacramento
  Procurement Services Division
  5730 24th Street, Bldg. 1
  Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney’s fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS 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
5730 24th Street, Bldg. 1
Sacramento, CA 95822

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

A. GENERAL CONDITIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**

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

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

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

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

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

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

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

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

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
B. Insurance Policies: Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:
"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance." ________ (CONTRACTOR initials)

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

(1) CONTRACTOR’s insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

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

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

F. **Subcontractors**

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

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

A. **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the
nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may
determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR
complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A
through E. above, in every subcontract, including procurement of materials and leases of
equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant
thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement
as the CITY may direct as a means of enforcing such provisions including sanctions for
noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is
threatened with, litigation with a subcontractor or supplier as a result of such direction,
CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. The Contract Documents contain the entire agreement between the parties and
supersedes whatever oral or written understanding they may have had prior to the execution of this
Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by
Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the
event of any conflict among the provisions of different Contract Documents, the conflict shall be
resolved by giving precedence to the Contract Documents in the following order:

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

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

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

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

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations
for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and
entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition
of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement
without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

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

19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21. **Funding Availability.**

A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

B. The City’s payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.

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

22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor’s facilities at the location where the work under the Contract will be accomplished.

23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.

24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor’s contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary.
or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor’s personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

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

B. SPECIAL PROVISIONS

1. **Period of Performance.** Any contract(s) resulting from this solicitation will be awarded with a base period beginning from approximately October 16, 2012 thru December 14, 2012.

2. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:

   (1) Name of contractor
   (2) Contract/Purchase Order number
   (3) Description of advertisement item
   (4) Date of advertisement
   (5) Name of person placing Call
   (6) Telephone of person placing call

3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

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

5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

   A. The contractual point-of-contact for this contract is:

   Project Manager: James Christensen
   Department of General Services
   5730 24th Street, Building 4
   Sacramento CA 95822
   916-808-5883
   jchristensen2@cityofsacramento.org

6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.
The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

9. **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.

   A. 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.

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

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

11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

12. **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.

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

14. **Notification of Material Changes in Business.** Contractor agrees that if 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.

15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only
to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safeguarding City's record information.

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

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

16. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

17. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.

18. **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 whomever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

19. **Environmentally Preferable Procurement**

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

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

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

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

The City’s SPP Policy is available on line at: http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf or by contacting the Procurement Services Division at (916) 808-6240.

20. Award

The lowest responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento which is Attachment 1 of this bid.
SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

LED Light Fixture Specification

SCOPE

This project involves the procurement of LED light fixtures for the Sacramento Convention Center Exhibit Halls A & B.

The purpose of this solicitation is to procure wireless controlled dimming LED light fixtures as detailed in these specifications and shown on the attached drawings. The fixtures that are procured will replace existing fixtures one for one in the exact location of the existing fixtures. The existing light fixtures will be replaced with the new light fixtures to reduce energy consumption, improve the overall lighting and provide individual light fixture control and dimming.

Installation of the light fixtures is not part of this solicitation.

LED fixtures purchased as part of this project must be on the following approved product list:

Sacramento Municipal Utility District (SMUD) “Approved Product List” Contact Dave Bisbee at SMUD for more information (916) 732-6409.

Note: the products must be on the approved lists, prior to the close of this bid.

Potential suppliers will be required to visit the site and verify mounting height and lighting configuration so accurate photometric plans can be prepared. Floor plans in AutoCAD will be available to the potential suppliers.

All light fixtures procured as part of this bid must be received by the City of Sacramento on or before December 14, 2012
Product Substitutions
Only the manufacturers listed in the light fixture schedules are approved for this project.

If a manufacturer would like to have their product reviewed as a potential equal, they must provide product information to the City of Sacramento. Product information includes: actual production sample fixtures, and all required product data listed under SUBMITTALS. Refer to the submittal section located on pages 40 and 41. In addition, a photometric report must be included using AGI-32 or Visual lighting software. Other software programs may be used; however, they are subject to the same approval process for substitutions. (Refer to the Photometric Reports section of these specifications for more information).

Prototype fixtures will not be acceptable nor will they be considered for review. Requester will pay all costs of furnishing and return of samples. City is not responsible for loss of or damage to samples.

The City of Sacramento has the sole right to accept or deny a fixture submitted as an equal. Fixtures will be reviewed for quality of construction and construction materials, visual esthetics in addition to the criteria contained in these specifications. Fixture wattage is critical because this is an energy conservation project and will also be considered when reviewing a proposed equal.

All requests for a substitution review must be in writing (Submit the form on the following page).

Substitution Request Form must be received by the City of Sacramento on or before September 7, 2012 no later than 12:00 PM (Noon). The form can be printed, filled out, signed, scanned and emailed if the proposer chooses to. It can also be mailed or dropped provided it is received before the deadline date and time.
For substitution requests, all material and required data must be provided to the City of Sacramento on or before September 18, 2012, 3:00 PM.

The City of Sacramento will complete all reviews of potential substitutions by September 20, 2012 3:00 PM. If a product is approved as a substitution, the City will issue a bid addendum, on or after September 21, 2012, and prior to the bid closing date, listing the approved product substitution. To have a fixture reviewed as a potential substitution, submit material substitutions to James Christensen, 5730 24th Street, Building 4, Sacramento, CA 95822. Email: jchristensen2@cityofsacramento.org, 916-808-5863.

Failure to submit proposed substitutions for review in the manner specified and within the time prescribed shall be sufficient cause for disapproval by the City of Sacramento. Inadequate substitution applications will not be reviewed. The City does not have an obligation to notify applicants of inadequate substitution applications prior to the established cut-off dates for review.
It is the responsibility of the submitter to supply the City with complete description and technical information so that the City can properly appraise the submittal. Lack of proper and sufficient information will be sufficient cause for rejection. Burden of proof of merit of requested substitution is on submitter.

Ver. (05-04-12)
SUBSTITUTION REQUEST FORM

TO: James Christensen  
City of Sacramento  
5730 24th Street, Building 4  
Sacramento, CA 95822  
jchristensen2@cityofsacramento.org

PROJECT: Convention Center Exhibit Halls A & B LED Lighting Upgrade

SPECIFIED ITEM / DESCRIPTION


The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION /DESCRIPTION:


All samples, information and data required to be provided as part of a substitution request must be submitted to the City of Sacramento on or before the substation deadline.

The undersigned states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _______________________________ Title: _______________________________
Signature: _______________________________ Date: ________________
Firm: _______________________________ Phone: _______________________________
Address: ______________________________________________________________________

Accepted: City __________ Rejected: City __________
By: _______________________________ Date: ________________ (City)
LIGHTING FIXTURE SCHEDULE

Fixture Type A
Manufacturer: albeo Technologies
Model Number: H-4-328-4H-U2N-C-1-WIRELESS CONTROLS -0-14
Total Input Watts: 296 watts
Mounting: hook / chain, cord and plug
Input voltage: 277 volt
Color Temperature: 4000k
CRI: 74
Distribution: Narrow
Individual wireless control and dimming

Fixture Type B
Manufacturer: albeo Technologies
Model Number: H-4-328-4H-U21-C-1-WIRELESS CONTROLS -0-14
Total Input Watts: 296 watts
Mounting: hook / chain, cord and plug.
Input voltage: 277 volt
Color Temperature: 4000k
CRI: 74
Distribution: Standard
Individual wireless control and dimming

Fixture Type C
Manufacturer: albeo Technologies
Model Number: H-6-492-4H-U21-C-1-WIRELESS CONTROLS -0-14
Total Input Watts: 476 watts
Mounting: hook / chain, cord and plug.
Input voltage: 277 volt
Color Temperature: 4000k
CRI: 74
Distribution: Standard
Individual wireless control and dimming

Note: 1) Fixtures to have individual wireless controls and dimming. Each fixture shall be individually addressable. Fixtures shall be capable of dimming from 100% down to 1%. Fixtures can be controlled individually or as part of a group.
2) All light fixtures must compatible with the existing light fixture mounting system. It is the manufacturer’s responsibility to coordinate the correct mounting.
3) The 277 volt plugs must be compatible with the existing 277 volt receptacles.
LIGHT FIXTURE COUNTS

The following table list fixture types, installed quantities, spare fixtures and the total number of fixtures (of each type) to be purchased as part of this bid.

<table>
<thead>
<tr>
<th>FIXTURE TYPE</th>
<th>INSTALLED FIXTURE QUANTITY</th>
<th>SPARE FIXTURES</th>
<th>TOTAL FIXTURE QUANTITIES TO BE PURCHASED</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>190</td>
<td>4</td>
<td>194</td>
</tr>
<tr>
<td>B</td>
<td>11</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>C</td>
<td>51</td>
<td>1</td>
<td>52</td>
</tr>
</tbody>
</table>

COMPUTER GENERATED PHOTOMETRIC PLAN

Provide a computer generated photometric analysis of the project. The computer generated photometric plan must use AGI-32, Visual Professional or an approved equal computer modeling program.

The City of Sacramento has the sole right to accept or deny a computer modeling program submitted as an equal.

All requests for a program substitution review must be in writing. Substitution requests must be received by the City of Sacramento on or before September 7, 2012 no later than 12:00 PM (Noon).

All material and required data must be provided to the City of Sacramento on or September 18, 2012, 3:00 PM. At a minimum, include program name, description, capabilities, etc.

The City of Sacramento will complete all reviews of potential substitutions on or before September 20, 2012 3:00 PM. If a program is approved as a substitution, the City will issue a bid addendum listing the approved program substitution.

To have a program reviewed as a potential substitution, submit the required information to James Christensen, 5730 24th Street, Building 4, Sacramento, CA 95822. Email: jchristensen2@cityofsacramento.org, 916-808-5863.

Provide photometric analysis of the sample areas shown on the plans.

Provide horizontal illuminance measurements (in footcandles) at grade. Spacing between points shall be 5’.

Use a Light Loss Factor (LLF) appropriate for the fixture submitted. Identify the LLF used on the submittal. Use reflectance values of 50/30/20. Use the mounting heights provided by the City of Sacramento.
The photometric reports must use only the fixtures shown in the locations on the plans. This is a retrofit project; the light fixture locations are fixed and cannot be changed to improve the outcome of the photometric report.

This table lists the minimum light levels and rations for the areas.

The following values are in footcandles

<table>
<thead>
<tr>
<th>Location</th>
<th>Ave (1)</th>
<th>Min (2)</th>
<th>Ave/Min (3)</th>
<th>Max/Min (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit Hall</td>
<td>69</td>
<td>30</td>
<td>2.5:1</td>
<td>3.5:1</td>
</tr>
</tbody>
</table>

(1) Average shall be as shown in the table or higher.
(2) Minimum values shall be as shown in the table or higher.
(3) Ratio shall be as shown in the table or better (lower).

PRODUCT DATA

MANUFACTURERS

Manufacturers of each type of product shall have been in business manufacturing the type of product provided for at least the last two consecutive years.

Manufacturers shall be as specified here within or an approved equal. (Refer to product substitutions).

MATERIALS

All material and equipment used shall be new and free of manufacturing defects.

PRODUCTS

Refer to the lighting fixture schedule for manufacturer, model number and descriptions of each type of Luminaire. Where the model number and description do not match, the description shall take precedence.

LED FIXTURES

LED Light fixtures shall be as specified in the light fixture schedule or an equal that has been pre-approved by the City of Sacramento. (Refer to product substitutions).

Light Distribution – Photometric Data: Light fixtures shall have an LM-79-08 test report. IESNA LM-79-08 testing to be conducted by an independent Department of Energy (DOE) approved photometric testing laboratory

Lumen Maintenance: Light fixtures shall have an LM-80-08 test report. LM-80-08 testing shall be performed by and EPA recognized laboratory.

LED Life Rating (L70) – Defined as time of operation (in hours) to 30% lumen depreciation (i.e. 70% lumen maintenance), derived from Luminaire in-situ temperature measurement testing (i.e. LED chip package temperature (T_s) measurement obtained with the LED chip package operating in given
Conventional Center Exhibit Halls A & B  
LED Lighting Upgrade  

luminaire and in a given stabilized ambient environment) under UL1598 environments and directly  
correlated to LED package manufacturers IESNA LM-80-08 data.

IES TM-21-11 Interpolated Lifetime Hours: Provide projected and reported L70 hours based on IES  
TM-21-11.

Luminaire Operating Ambient Range: (-35°C – +40°C)

Mechanical – Luminaire housing components to be low copper aluminum, with high performance heat  
sink(s) designed specifically for LED luminaires. No active cooling features (Fans, etc.). Luminaire  
configuration must allow for field repair of all electrical components (i.e. LED modules, Driver(s), etc.).

Finish – Finish includes cleaning and preparing metal surface, electro-deposited epoxy primer and  
baked-on ultra-durable powder coat. Salt fog test data to validate corrosion resistance performance  
to be provided in accordance with the ASTM B 117 standard @ ≥ 5,000 hours.

Correlated Color Temperature (CCT) and Color Rendering Index (CRI)  
CCT = 4000K, CRI ≥ 74

Electrical Safety - Wet listed in the US and Canada, ENEC, CE, ROHS and EMI. Class 1 rated.  
Internal surge protection – ≥9kV.

IES TM-21-11 Interpolated Lifetime Hours – Projected (L70):

<table>
<thead>
<tr>
<th>Type</th>
<th>Minimum Lifetime (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type A</td>
<td>150,000</td>
</tr>
<tr>
<td>Type B</td>
<td>150,000</td>
</tr>
<tr>
<td>Type C</td>
<td>150,000</td>
</tr>
</tbody>
</table>

Submitted fixtures shall be equal to or greater than the listed L70 hours.

DRIVER SPECIFICATIONS:

High Power factor >95%
Input Voltage Range 90-305 VAC
Constant Voltage Output +/- 5%
Load regulation: 3% Max
Output Ripple <5%
Input Frequency 50/60 Hz
Operating temperature -35 degree C to +70 degree C
Complies with UL 8750

Mean Time Before Failure (MTBF): Minimum 250,000 hours, measured at 110Vac input, 80% load,  
25 degree C ambient temperature per (MIL-HDBK-217F)

Life Time Hours: 150,000 hours, measured at 220Vac input, 80% load, case temperature = 70 degree  
C.

Over Voltage Protection, Over Current Protection, Over Temperature Protection, Short Circuit  
Protection and Lighting Protection
WIRELESS CONTROLS

ACCEPTABLE MANUFACTURERS: LSI Virticus Rialto, Ventura, Malibu (VirtiNet™ platform).

Furnish and install a complete microprocessor controlled, remote control light switching system as shown on the Drawings and specified herein.

The system shall include all wiring, control equipment, power supplies, central controller, software, and all other required components and accessories for a complete operable wireless control system.

Provide internet / intranet access per customer expectations if plans do not cite that it will be included.

The system shall communicate wirelessly with the control points via IEEE302.15.4 meshing protocol (Zigbee technology)

The system will be installed by a contractor experienced in the installation of lighting control systems. **(The installation will be covered under a separate contract).** As part of this contract to purchase the light fixtures and controls, the lighting manufacturers shall provide a factory technician to supervise the installation and make final adjustment and tests of the wireless lighting control system.

Provide operating plan for lights while construction is in process and the system is being commissioned.

The system must contain the following:

Individual power meters (per control point) that are revenue grade (2% accurate). Power meter must contain a power meter chip set that measures voltage, current, real and apparent power.

Ability to assign GPS coordinates per control point.

Smart Grid Demand Response Ready. Able to accept an internet based call to reduce load through pre-existing profiles and report back power readings.

Able to control any type of lamp (HID, Fluorescent, LED, Induction etc.)

Supports 100-480VAC without an external transformer

Allows standard TCP/IP internet protocol communication between gateway and standard web browsers

Provides real time reporting of outages, burn hours etc.

Software must be graphical and have the ability to overlay on CAD. App for PC and Ipad shall be provided for remote control of individual or group dimming and control. System shall be completely wireless with no hard wired infrastructure required.
The system shall use a modular component approach, utilizing a central processor, transceivers which activate relays and dimming control wires (0-10V output which connects to a standard dimming driver is specified)

**SYSTEM OPERATION:**

System shall incorporate the following criteria:

A. Expandable to control up to 3000 control points. Each controller can independently control two loads. Loads can be single fixture or multiple fixtures dependent on the rated load capacity of the controller.

B. Programmable remotely or on-site to achieve all control functions and be readily updatable to reflect changes without requiring rewiring.

The installed system shall be capable of the following control functions:

A. Schedule Mode: Lights can be assigned as part of a schedule group or individually set to host a schedule inside the microprocessor that is resilient to communication failure.

B. Manual Mode: Control of the lights is in the hands of the user whether on-site or remotely. This is also dubbed "override mode" and must support a timeout back to schedule mode.

Indicate to the operator any light failure.

Internal battery backup of 5+ years of memory protection for the current time/date and internal schedule. Upon power restoration the controller will operate the light even in the absence of external communications for up to 5 years.

A self-diagnostic routine to indicate a malfunction.

**LIGHTING CONTROL EQUIPMENT:**

A. Rialto Controller: The central control CPU shall be a microcomputer pre-programmed for lighting control. It shall incorporate a 365-day clock and provide minute-by-minute control of the individual lights under its control according to a pre-determined schedule. The controller shall accept the lighting control schedule through wireless update request from a gateway manager (Ventura). In addition to the automatic schedule, any lighting circuit can be controlled manually via remote access to the controller. The controller shall provide power and status monitoring of the individual fixtures and display the ON/OFF/DIM state of each lamp as well as the number of hours it has been on, the energy it has consumed, its current power consumption, dim state and whether or not there is an alarm condition.

B. Internet Gateway Unit: The interface unit shall be built into the controller and allow the controller to connect to any standard DSL/modem/CAT5/6 Ethernet cable.
DRAWINGS:

A. The Installation and Record Drawings called for under submittals shall consist of reproducible drawings with all outlets, devices, terminal cabinets, conduits and wiring shown. Prints of these drawings shall be submitted for approval prior to starting installation. Upon request, the Architect will furnish reproducible floor plans as required for the contractor's use in developing the Installation and Record Drawings.

B. The contractor submitted drawings when approved will then form the basis for installation.

C. At the completion of the work all deviations from the installation drawings shall be incorporated on the reproducibles to indicate "as built" conditions. The drawings will then be submitted as Record Drawings for the system.

INSTALLATION:

A. Install systems for each section and connect lighting circuits per relay schedule on drawings.

INSTRUCTION:

A. Without additional expense to the Owner, competent authorized representative personnel shall give instruction for the care, adjustment, and operation of all parts of the system to the Owner's representatives who are to have charge of the equipment.

B. Each instructor shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as in practical operation and system maintenance.

C. Furnish 8 hours of instruction after final acceptance of the system at the dates and times selected by the Owner.

D. Installation, start-up, and maintenance assistance shall be available from the manufacturer on an as-needed basis.
SUBMITTALS

The following specification sheets, reports, and calculations shall be submitted with the sealed bid at bid closing.

Provide all of the required data in PDF format on a CD or thumb drive.
  Provide separate files for each product in each subdirectory as required.

REQUIRED SUBMITTALS

Letter from each manufacturer stating that the products comply with the buy American stipulation of the American Recovery and Reinvestment Act of 2009 (ARRAP).

Specification sheets for each type of fixture.

Computer generated photometric analysis for the project as defined in these specifications.

LED Product data:
Provide the following data for each different type of LED Fixture:

1) Physical description of the luminaire, including dimensions.
2) Correlated Color Temperature (CCT).
3) Initial lumen output of luminaire and ambient temperature and drive current at which the lumens are rated.
4) Luminaire efficacy.
5) Color-Rendering Index (CRI) of light source.
6) Independent Luminaire Flux and Color Quality Test per IES LM-79, including laboratory name, report number, date, luminaire catalog number, luminaire, and light source specifications.
7) Independent Luminaire photometric reports per IES LM-79, including laboratory name, report number, date, luminaire catalog number, luminaire, and light source specifications.
8) Luminaire lumen depreciation data derived from Luminaire in-situ temperature measurement testing (i.e. LED chip package temperature ($T_s$) measurement obtained with the LED chip package operating in given luminaire and in a given stabilized ambient environment) under UL1598 environments and directly correlated to LED package manufacturers IESNA LM-80-08 data.
9) LED L70 Life Rating.
10) Driver information, including efficiency, catalog code, input watts, and device reliability. Device reliability shall be calculated per MIL-HDBK-21F(2) using Mean Time Before Failures (MTBF) as metric including load condition and temperature under which (MTBF) was calculated.

Wireless Controls

1) Product data with wiring schematics.
2) Operation and Maintenance Manuals.
BUY AMERICAN

All products must comply with the buy American stipulation of the American Recovery and Reinvestment Act of 2009 (ARRA).

QUALITY ASSURANCE

All equipment must bear UL, CSA, ETRL or other City of Sacramento accepted listing agency or testing agency label.

Upon request, the prospective bidder shall provide independently tested IES files from a nationally recognized testing lab (ITL, LSI, BTL) of the fixtures to the City of Sacramento so a third party photometric analysis can be done.

LED WARRANTY:
1. Provide a comprehensive written 10 year warranty for luminaire finish. Finish warranty shall include warranty against failure or substantial deterioration such as cracking, peeling, or excessive fading.
2. Provide a written five year replacement material warranty for defective or non-starting LED source assemblies.
3. Provide a written five year replacement material warranty on driver.

1 A 15°C ambient condition conservatively represents the nighttime average ambient conditions for the majority of the US.
2 Active thermal monitoring and control circuitry will reduce drive current to protect the LED system components from exposure to elevated ambient conditions, above the rated luminaries ambient operating temperature limit.
3 Represented by accelerated life testing and electronic industry accepted component modeling

Lighting Control
Occupancy Sensors shall be as shown on the plans, and be an integral part of the luminaries. Occupancy sensors shall utilize passive infrared technology. Occupancy sensors shall have field adjustable light level and time delay features. The light level adjustment shall range from <10 FC to >120 FC. Time delay shall range from 30 seconds to 30 minutes.
SECTION II – CONTRACT DOCUMENTS

D. FEDERAL PROVISIONS AND REQUIREMENTS
BUY AMERICAN ISSUES IN THE RECOVERY ACT
FOR FINANCIAL ASSISTANCE AGREEMENTS

The Office of Management and Budget (OMB) issued interim guidance for financial assistance actions funded by the Recovery Act in March 2009. Public comments on the interim guidance have been received and are currently being analyzed by OMB. The following questions and answers address many issues that are expected to be clarified in OMB's final guidance, and will be updated as needed.

1. What are the Buy American restrictions in the Recovery Act?

The Buy American provision in the Recovery Act (section 1605 of Title XI), directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States.

2. Does the Buy American provision apply to all projects funded by the Recovery Act?

No. The law covers Recovery-Act-funded federal contracts and Recovery Act funded state and local public works projects. For recipients of Federal contract awards directly from the Federal government, guidance is provided at FAR Subpart 25.6, as published in the interim rule in 74 Federal Register 14623 on March 31, 2009.

3. How do financial assistance applicants know if the Buy American requirements apply to their project?

Applicants should first read the information regarding Buy American requirements contained in OMB guidance located in Title 2 of the Code of Federal Regulations Part 176 (2 CFR 176) at http://www.gpoaccess.gov/CFR/. Then, for further clarification, applicants should consult with the Contracting Officer in the DOE office that is issuing the specific project announcement.

4. What is a public works project?

Public building or public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks,
piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

5. What is a “manufactured good”?

A manufactured good is a good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape; or combined with another raw material to create a material that has different properties than the properties of the individual raw materials. (See 2 CFR 176.140(a)(1)). There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 85.3).

The interim final guidance at 2 CFR part 176 requires that the manufactured good be incorporated into the project. A crane used to lift items to and from the construction site would not be a covered manufactured good while an energy meter that is brought to the site for incorporation into a building would be covered. The parts that go into a meter brought to the construction site for incorporation into the building would be considered components and, therefore, would not be covered.

6. What is an “alteration”?

An alteration is defined as a limited construction project for an existing building that comprises the modification or replacement of one or a number of existing building systems or components. Alteration means remodeling, improving, extending, or making other changes to a facility, exclusive of maintenance repairs that are preventive in nature. The term includes planning, engineering, architectural work, and other similar actions.

7. Does Buy American apply to privately owned improvements to public buildings and works?

The question to answer is who owns the project, not who is doing the work. If a state/local government entity “owns” the building/work project, it is a public building/work that would be subject to Sec. 1605 (unless exempted). The interim rule applies Sec. 1605 to any building/work that is constructed, altered, repaired, or maintained with Recovery Act funds without regard to title.

8. Is it true that non-manufactured construction materials are not Buy American Act covered?

Correct, they are not covered under Section 1605 of ARRA.
9. Is any change to a public building or work considered construction, alteration, modification, or repair and would therefore prompt the Buy American Act Requirement? Or are minor changes that typically would not be considered a construction activity excluded? If the latter, what is the threshold?

There is no threshold. Agencies that fully or partially fund construction, alteration, maintenance, or repair of a public works/building project with Recovery Act funds would be subject to the Buy American requirements unless an exemption applies and a waiver is granted. In response to several comments, OMB is looking at the possibility of having a de minimus provision in the final rule, but no final decision has been made yet.

10. When are alternate proposals allowed?

When a project proposal includes foreign iron, steel, and/or manufactured goods, other than designated country iron, steel, and/or manufactured goods, that are not listed by the Federal Government at 2 CFR 176.140(b)(2), the applicant may also submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

If an alternate proposal is submitted, the applicant shall submit a separate cost comparison table prepared in accordance with 2 CFR 176.140(c) and (d) for the proposal that is based on the use of any foreign iron, steel, and or manufactured goods for which the Federal Government has not yet determined an exception applies.

11. Are there exceptions to the Buy American restrictions?

Yes, there are three exceptions where:

- Iron, steel, or manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality;
- Inclusion of iron, steel, or manufactured goods produced in the United States will increase the cost of the project by more than 25 percent;
- Applying the Buy American restriction is inconsistent with the public interest.

Also, the Buy American restriction is not applicable if it is inconsistent with U.S. obligations under international agreements.

12. How are exceptions processed?

Before Recovery Act funds are awarded by the Federal agency or obligated by the recipient for a project for the construction, alteration, maintenance, or repair of a public building or public work, an applicant or recipient may request from the award official a determination concerning the inapplicability of the Buy American restrictions for specifically identified items. The Recovery Act refers to this determination as a waiver of the Buy American provisions.
A prospective applicant requesting a determination regarding the inapplicability of the Buy American restrictions for lack of quantity or quality, increase of cost of the project by more than 25 percent, or inconsistency with the public interest, should submit the request to the award official in time to allow a determination before submission of applications or proposals. The prospective applicant shall include the information and applicable supporting data required by 2 CFR 176.140(e) and (d) in the request. If an applicant has not requested a determination regarding the inapplicability of the Buy American restrictions before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. Exceptions must be approved by the Head of the agency, and published in the Federal Register.

13. **What about a category exception?**

If the head of the agency makes a determination of inapplicability for a category of cases, it will be published in the Federal Register and posted on the DOE Recovery Act webpage. To date, DOE has issued no categorical waivers for the Buy American requirements.

14. **What if a project falls under U.S. obligations under international agreements?**

The Buy American restrictions shall not be applied where the iron, steel, or manufactured goods used in the project are from a Party to an international agreement, and the recipient is required under an international agreement to treat the goods and services of that Party the same as domestic goods and services. This obligation only applies with an estimated value of $7.4M or more and to projects that are not specifically excluded from the application of those agreements.

The international agreements that obligate recipients that are covered under an international agreement to treat the goods and services of a Party the same as domestic goods and services and the respective Parties to the agreements to the agreements are listed in the regulations at 2 CFR 176.90(b). Recipients are required to treat the goods and services of that Party the same as domestic goods and services are listed in Appendix B to 2 CFR part 176.

It is important to note, as the Appendix indicates, many states have exceptions to the trade agreements depending upon the items to be purchased or the state sub-entity making the purchase. In particular, NAFTA (Canada and Mexico) does not apply to most states and entities listed in the Appendix.
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. DELIVERY GUARANTEE

Contractor guarantees delivery within \( \frac{4}{5} \) days after receipt of order (ARO).

2. PAYMENT DISCOUNT

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

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

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

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

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

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%
SECTION III – BIDDER RESPONSE DOCUMENTS

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

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

1. CERTIFICATE OF INSURANCE

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

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

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

Equal Benefits Ordinance

Name of Contractor: Lofings Lighting, Inc.

Address: 2121 J street Sacramento, CA 95816

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

   c. If Contractor provides employee benefits neither to employee’s spouses nor to employee’s domestic partners.

   d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City").
Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City’s Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.
The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Max Lofing
Print Name

Vice President
Title

Date
9-25-12
D: PRICING SCHEDULE

<table>
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<tr>
<th>QTY</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>194</td>
<td>Light Fixture Type A</td>
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<td>232,402.50</td>
</tr>
<tr>
<td>12</td>
<td>Light Fixture Type B</td>
<td>1133.75</td>
<td>14,085.00</td>
</tr>
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<td>52</td>
<td>Light Fixture Type C</td>
<td>1583.24</td>
<td>82,330.04</td>
</tr>
</tbody>
</table>

Overall Subtotal: 328,817.54

Tax @ 7.75% 25,483.36

Freight Charges

Total 354,300.90

Acknowledge receipt of Bid Addenda:

Addendum # 1 Date: 9-21-2012
Addendum # Date: 
Addendum # Date: 
Addendum # Date: 

All light fixtures purchased under this bid must be delivered and received by the City of Sacramento no later than December 14, 2012, based on a PO issued on or before October 26, 2012.

Signature of Authorized Representative

Date 9-26-12

Max Lofts
Print Name
Vice President
Title

B13131061003: End of Invitation to Bid Forms

Lofts Quote #074058 Included
Attachment 1 non-professional services agreement
CITY OF SACRAMENTO
SOLD TO: DEPARTMENT OF PUBLIC WORKS
2121 J Street
Sacramento, CA 95816
Phone: 916-442-3582
Fax: 916-442-3644

QUOTE: 074058
DATE: 9/25/2012
PAGE NUMBER: Page 1 of 3
SALESPERSON: MAX

THIS IS A QUOTE - TO PLACE ORDER, PLEASE SIGN AND RETURN TO LOFINGS

PHONE: (916) 264-8428
FAX: (916) 264-8337

<table>
<thead>
<tr>
<th>CUSTOMER P.O.</th>
<th>REFERENCE</th>
<th>SHIP VIA</th>
<th>INVOICE TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID # 813131061003</td>
<td>CONVENTION CENTER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>SKU #</th>
<th>Web ID</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LL56328</td>
<td></td>
<td></td>
<td>CONVENTION CENTER TYPE A LED UNIT</td>
<td>198</td>
<td>1,173.75</td>
<td>232,402.50</td>
</tr>
</tbody>
</table>

- Fixture Type A
- Manufacturer: albeo Technologies
- Model Number: H-43284H-U2NC110-14 / YXP2-HG-10FT-480MM

- H-4-328-4H-U2N-C-1-WIRELESS CONTROLS -0-14
- Total Input Watts: 296 watts
- Mounting: hook / chain, cord and plug
- Input voltage: 277 volt
- Color Temperature: 4000k
- CRI: 74
- Distribution: Narrow
- Individual wireless control and dimming

CONTINUED NEXT PAGE
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
927 10TH STREET, SUITE 200
SACRAMENTO, CA 95814-2702

THIS IS A QUOTE - TO PLACE ORDER, PLEASE SIGN AND RETURN TO LOFINGS

PHONE: (916) 264-8428
FAX: (916) 264-8337

CUSTOMER P.O. | REFERENCE | SHIP VIA | INVOICE TERMS
--- | --- | --- | ---
BID # B13131061003 | CONVENTION CENTER | | |

<table>
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<tr>
<th>Location</th>
<th>SKU #</th>
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<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
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<tbody>
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<td></td>
<td>CONVENTION CENTER TYPE B LED UNIT</td>
<td>12</td>
<td>1,173.75</td>
<td>14,085.00</td>
</tr>
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</table>

Fixture Type B
Manufacturer: albeo Technologies
Model Number: H-43284H-U21C1I0-14 / YXP2-HG-10FT-460MM

H-4-328-4H-U21-C-1-WIRELESS CONTROLS -0-14
Total Input Watts: 296 watts
Mounting: hook / chain, cord and plug.
Input voltage: 277 volt
Color Temperature: 4000k
CRI: 74
Distribution: Standard
Individual wireless control and dimming

CONTINUED NEXT PAGE
CITY OF SACRAMENTO
SOLD TO: DEPARTMENT OF PUBLIC WORKS
927 10TH STREET, SUITE 200
SACRAMENTO, CA 95814-2702

THIS IS A QUOTE - TO PLACE ORDER, PLEASE SIGN AND RETURN TO LOFIGS

PHONE: (916) 264-8428 FAX: (916) 264-8337

BID # B13131061003

<table>
<thead>
<tr>
<th>Location</th>
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<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
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<td>LL56330</td>
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<td>CONVENTION CENTER TYPE C LED UNIT</td>
<td>52</td>
<td>1,583.27</td>
<td>82,330.04</td>
</tr>
</tbody>
</table>

Fixture Type C
Manufacturer: albeo Technologies
Model Number: H-64924H-U21CI0-14 / YXP2-HG-10FT-460MM
H-6-492-4H-U21-C-1-WIRELESS CONTROLS -0-14
Total Input Watts: 476 watts
Mounting: hook / chain, cord and plug.
Input voltage: 277 volt
Color Temperature: 4000k
CRI:74
Distribution: Standard
Individual wireless control and dimming

-NO RETURNS OR EXCHANGES ON SPECIAL ORDERS.
-DEPOSITS ARE NOT REFUNDABLE.
-APPROVED MERCHANDISE RETURNS MUST BE MADE WITHIN 14 DAYS; SALES RECEIPT MUST ACCOMPANY ALL RETURNS.
-ANY ITEMS THAT HAVE BEEN ALTERED OR CUSTOMIZED ARE NOT RETURNABLE.
-APPROVED RETURNS MUST NOT HAVE BEEN INSTALLED, AND IN ALL ORIGINAL PACKAGING
-QUOTE PRICES BASED ON PURCHASE OF COMPLETE QUOTE
-QUOTE VALID FOR 30 DAYS.
-WARNING - Chemicals known to the State of California to cause Cancer, or Birth Defects or Other Reproductive Harm may be present in products sold by Lofings Lighting.

Sub Total $328,817.54
Sales Tax 7.75% $25,483.36
Total $354,300.90

www.lofingslighting.com
<table>
<thead>
<tr>
<th>Part No.</th>
<th>Item No.</th>
<th>Size 3</th>
<th>Description</th>
<th>Ordered</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td>CC-TYPE A</td>
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<td>CONVENTION CENTER</td>
<td>198.00</td>
<td>1,086.80</td>
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<tr>
<td>CC-TYPE B</td>
<td>LL56329</td>
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<td>CONVENTION CENTER</td>
<td>12.00</td>
<td>1,086.80</td>
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<tr>
<td>CC-TYPE C</td>
<td>LL56330</td>
<td></td>
<td>CONVENTION CENTER</td>
<td>52.00</td>
<td>1,465.98</td>
<td>1,465.98</td>
</tr>
</tbody>
</table>
Bid Addendum #1

The items listed below replace or alter some of the requirements in the specifications. These items in this bid addendum take precedence over the items listed in the bid specifications.

**Item #1**
In addition to the approved fixture listed in the technical specifications on page 33, the following fixture is approved as an equal for this project:

**TYPE A, B and C**

<table>
<thead>
<tr>
<th>Manufacturer:</th>
<th>Lighting Science Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model Number:</td>
<td>FRFT HB 390 NW P6 M MVOLT DIM10 XXX</td>
</tr>
<tr>
<td>Total Input Watts:</td>
<td>390</td>
</tr>
<tr>
<td>Mounting:</td>
<td>Hook / chain, cord and plug</td>
</tr>
<tr>
<td>Input voltage:</td>
<td>277 Volt</td>
</tr>
<tr>
<td>Color Temperature:</td>
<td>4000k</td>
</tr>
<tr>
<td>Distribution:</td>
<td>Medium</td>
</tr>
<tr>
<td>Individual wireless control and dimming</td>
<td>Wireless controls manufacturer to be Lumewave.</td>
</tr>
</tbody>
</table>

Note: 1) Fixtures to have individual wireless controls and dimming. Each fixture shall be individually addressable. Fixtures shall be capable of dimming from 100% down to 1%. Fixtures can be controlled individually or as part of a group. 2) All light fixtures must compatible with the existing light fixture mounting system. It is the manufacturer’s responsibility to coordinate the correct mounting. 3) The 277 volt plugs must be compatible with the existing 277 volt receptacles.

**Item #2**
All fixtures must have a CRI greater than 71, reference pages 33 and 36 of the specifications.

**Item #3**
The total number of spare type A fixtures being purchased has been changed as follows, reference page 34 of the specifications:

<table>
<thead>
<tr>
<th>FIXTURE TYPE</th>
<th>INSTALLED FIXTURE QUANTITY</th>
<th>SPARE FIXTURES</th>
<th>TOTAL FIXTURE QUANTITIES TO BE PURCHASED</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>190</td>
<td>8</td>
<td>198</td>
</tr>
<tr>
<td>B</td>
<td>11</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>C</td>
<td>51</td>
<td>1</td>
<td>52</td>
</tr>
</tbody>
</table>

Page 1 of 2
Item #4  The minimum light level table shown on page 35 of the technical specifications has been changed as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Ave (1)</th>
<th>Min (2)</th>
<th>Ave/Min (3)</th>
<th>Max/Min (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit Hall</td>
<td>67</td>
<td>30</td>
<td>2.5:1</td>
<td>3.5:1</td>
</tr>
</tbody>
</table>

(1) Average shall be as shown in the table or higher.
(2) Minimum values shall be as shown in the table or higher.
(3) Ratio shall be as shown in the table or better (lower)

Item #5  IES TM-21-11 Interpolated Lifetime Hours – Projected (L_{70}), reference page 36 of the specifications:

<table>
<thead>
<tr>
<th>LED Fixtures</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type A</td>
<td>140,000 hours Minimum</td>
</tr>
<tr>
<td>Type B</td>
<td>140,000 hours Minimum</td>
</tr>
<tr>
<td>Type C</td>
<td>140,000 hours Minimum</td>
</tr>
</tbody>
</table>

Submitted fixtures shall be equal to or greater than the listed L_{70} hours.

Item #6  LED Driver Specification: The (MTBF) shall be 190,000 hours minimum, reference page 36 of the specifications.

Item #7  LED Driver Specification: The power factor shall be 92% or higher, reference page 36 of the specifications.

Item #8  The wireless controller that is attached to each light fixture shall be factory mounted and wired. No field wiring or modifications shall be required, except commissioning.

Item #9  The required submittals listed on page 40 of the specifications no longer apply. **Bidders do not need to submit the information with their bids.** The City has already received all of the information from the two approved manufacturers, so there is no need to provide it again.

END of Addendum #1
BID NO. B13131061003
Date:

Re: ARRA Buy American Compliance

To:

Albeo Technologies Inc. certifies that all products are manufactured in the United States and therefore meet the requirements of the Buy American provision of the American Recovery and Reinvestment Act (ARRA) of 2009.

According to the U.S. Department of Energy:

The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. The law also requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements.

The definition of “manufactured goods” is clarified as:

There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 176.70(a)(2)(ii).

From:

Albeo Technologies Inc.
2108 55th St
STE 100
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