Title: Contracts: Citywide Ergonomic Office Furniture and Equipment

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s designee to execute supplemental agreements with current office furniture suppliers in order to re-classify the current contracts as citywide and increase the existing not-to-exceed amounts for: 1) Office Relief Incorporated from $100,000 to $500,000; 2) River City Office Supply from $100,000 to $150,000; 3) Burkett's Office Supplies Incorporated from $100,000 to $250,000; and 4) United Corporate Furnishings from $100,000 to $500,000.

Contact: Ashley Petralli, Contract and Compliance Specialist, (916) 808-5749, Department of Finance

Presenter: None.

Attachments:
1–Description/Analysis
2–C2018-1680 Office Relief Incorporated
3–Proposed Supplement: C2018-1680-1 Office Relief Incorporated
4–C2018-1682 River City Office Supply
5–Proposed Supplement: C2018-1682-1 River City Office Supply
6–C2018-1679 Burkett's Office Supplies Incorporated
7–Proposed Supplement: C2018-1679-1 Burkett's Office Supplies Incorporated
8–C2018-1681 United Corporate Furnishings
9–Proposed Supplement: C2018-1681-1 United Corporate Furnishings
Description/Analysis

Issue Detail: In 2018, the Human Resources Department released a Request for Bid which resulted in the execution of four contracts with different vendors to supply ergonomic office furniture and equipment. Council approved these four contracts and language included that allowed other departments throughout the City to piggyback on the original bid in order to enter into their own contracts to purchase ergonomic furniture. In lieu of requiring all departments to have individual contracts for the purchase of ergonomic office furniture, Procurement Services determined it was in the best interest of the City to supplement the current contracts so that they may be used citywide.

Policy Considerations: City Council approval is required for service and supply contracts in amounts of $100,000 or more.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(3)).

Sustainability: Not Applicable.

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: On November 20, 2018, Council passed Motion 2018-0357, approving contracts with four furniture suppliers who responded to Bid B18081324005 for ergonomic furniture and equipment. On January 31, 2019, Procurement Services issued Sourcing Event # B19061511010 by invitation only to the same four vendors currently under contract. The sourcing event issued by Procurement Services piggybacks on Human Resource’s original bid and expands the list of items that can be purchased. Supplemental contracts for each vendor were written to update the current contracts so they can be used on a citywide basis, to account for the new items quoted, and to increase the not-to-exceed values to reflect anticipated citywide spend over the life of these contracts. Approval of the supplements to allow these contracts to be used citywide will eliminate the need for each department to enter into their own agreements with these vendors and will simplify the procurement process for both the City and our vendors. Centralizing the management of this
contract to Procurement Services is in the best interest of the City as it eliminates duplication of efforts throughout City departments.

**Financial Considerations:** The original contract amounts were reflective of the anticipated furniture needs for the Human Resources Department. An analysis of historic citywide spending on similar furniture products revealed that an average of $275,000 has been spent annually. If this trend continues, the City will spend approximately $1.375 million on these proposed contracts over the next five years. This amount was rounded to $1.4 million and was divided between the four vendors and awarded based upon best pricing offered for items quoted, and volume of past order history. Individual departments will use these contracts to purchase ergonomic furniture on an as-needed basis executing their own purchase orders and utilizing their approved operating budget.

**Local Business Enterprise (LBE):** River City Office Supply, Burkett’s Office Supplies Incorporated, and United Corporate Furnishings are all LBE. Office Relief Incorporated is not an LBE.
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): __________________________
Assessor's Parcel Number(s): __________________________
Contract Effective Date: 11/20/2018
$ Amount (Not to Exceed): $ 100,000.00
Contract Expiration Date (if applicable): 06/30/2023
Other Party: Office Relief, Inc.
Project Title: Ergonomic Office Furniture and Equipment
Bid/RFQ/RFP #: B18081321005
City Council Approval: YES if YES, Council File ID#: 2018-01512

Contract Processing Contacts
Department: Human Resources
Project Manager: Edward Russell
Contract Coordinator: Katherine Robbins
Phone Ext. 1562

Department Review and Routing
Accounting: __________________________ (Signature) __________________________ (Date)
Supervisor: __________________________ (Signature) __________________________ (Date)
Division Manager: __________________________ (Signature) __________________________ (Date)
Other: __________________________ (Signature) __________________________ (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---
CITY OF SACRAMENTO

Human Resources Department / Risk Management Division

Bid Number: B18081321005

INVITATION FOR BID
And
Contract Specifications for Supplies

FOR: Ergonomic Office Furniture & Equipment

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

Wednesday, October 10, 2018

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814*

*One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to the Office of the City Clerk.
One (1) electronic copy of the Pricing Schedule shall be uploaded to the City's Bid Center.

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

Name of Bidder: OFFICE RELIEF, INC
Address: 516 MCCORMICK ST.
City, State, Zip Code: SAN LEANDRO, CA 94577
Phone Number: 877-919-1150
Email Address: eric@officerelief.com
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SECTION I
REQUIREMENTS
SECTION I – REQUIREMENTS

A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento’s official web bid page.
   
   http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources will not be considered official and will not fulfill a bidder’s responsibility for all official bid information as posted on our official site at the link above.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL 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. IN ADDITION, AN ELECTRONIC COPY OF THE PRICING SCHEDULE MUST BE UPLOADED TO THE CITY’S BID CENTER.

2. Bid Submission. The bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City’s bid name and number, and include the vendor’s name and address printed on the outside of the envelope/package

a) To obtain an electronic version of this bid go to Procurement’s website at http://www.planetbids.com/portal/portal.cfm?CompanyId=15300

b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 “I” Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, Wednesday, October 10th, 2018. After opening, Bids may be inspected in the City Clerk’s Office.

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.

d) The electronic copy of the Pricing Schedule shall be uploaded as an Excel spreadsheet to the City’s Bid Center.

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.


If required, bid security approved by the City must accompany the bid, in the amount of (not required) 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 informality or irregularity 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, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

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

   If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of (not required).

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 shall be submitted to:

   The Q&A section of this bid as posted in the City's Bid Center.

   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:
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 local 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.

One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

In addition, one (1) electronic copy of the Pricing Schedule shall be uploaded to the City’s Bid Center:

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

23. Bid Protest. Bid protests must be filled 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.gcode.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. B18081321005

FOR SERVICES/SUPPLIES: Ergonomic Office Equipment

To the City of Sacramento:

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

ADDRESS: 510 MCDOWELL ST, SAN LEANDRO, CA 94577

PHONE #: 877-919-1190 FAX #: 877-919-1199 E-MAIL: eric@officerelief.com

STATE TAX I.D. #: FED. TAX I.D. #: 943352983

City of Sacramento Business Operation Tax Certificate #: 1064743, TAX CLASS 401

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

TYPE OF BUSINESS ENTITY (check one): X Individual/Sole Proprietor Partnership

Corporation Limited Liability Company

Other (please specify: )

BY: (signature of authorized person)

PRINT NAME: Eric Johnson

TITLE: Owner, Secretary
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 ________________.
Bid Bond Required: [ ] 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: $ ______________________
Award Date: ______________________

CONTRACT APPROVAL

Approved as to Form: [Signature]  
City Attorney

Approved: [Signature]  
City Manager
(Or Authorized Designee)

Attest: [Signature]  
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, which 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 \textbf{12/17/18} (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for \textbf{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

(\text{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 . . .

\begin{itemize}
  \item Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:
  
  City of Sacramento  
  Procurement Services Division  
  915 I Street, Second Floor  
  Sacramento, CA 95814
  
  \item 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
\end{itemize}
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY
CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

☐ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

☐ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.
E. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS
(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
   a. The LBE’s principle business office or workspace; or
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.
sole proprietorship, partnership, limited liability company, corporation, or any other
business entity that has a legitimate business presence in the City of Sacramento or
unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or
nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or
agreement with the Contractor to perform a portion of the work or services under the
professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or
agreement with the Contractor to perform a portion of the work or services under the
nonprofessional service agreement.
C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor’s authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a
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, the CITY does not require that CONTRACTOR use CITY
      facilities, equipment or support services or work in CITY locations in the performance of this
      Agreement.

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

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

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all
   licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever
   nature that are legally required for CONTRACTOR to practice its profession or provide any services
   under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole
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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
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any unauthorized modification or use of such information for other than its intended purpose by CITY.

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

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

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

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

9. Term; Suspension; Termination.

A. Termination for Cause. If the 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
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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." [Signature] (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:

[X] 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." [Signature] (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:

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

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

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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
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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;
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 that 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
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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. **Safety Data Sheets (SDS).** It is mandatory for a manufacturer, Contractor or distributor to supply an SDS with the first shipment of any hazardous material. Also at any time the content of an SDS 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.** Payment terms are net 30 days unless bidder otherwise quotes. All cash 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.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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

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.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

Environmentally Preferable Procurement

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

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

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

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

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

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.
Listen to the City purchases ergonomic furniture and equipment on an as needed basis depending on employee's needs and requirements. The City's Safety staff provides employees with options of different types of equipment to find the best fit to meet the ergonomic needs.

2. DESCRIPTION

Vendor(s) must offer ergonomic furniture, including but not limited to, the following types of equipment. Substitutions of similar furniture/equipment of different brands will be considered.

- Evoluent Vertical Mouse 4 Right Handed Bluetooth Wireless Ergonomic Mouse
- Evoluent Vertical Mouse 4 Ergonomic Mouse
- Logitech TrackMan® Marble Mouse
- Adesso IMOUSET1 Trackball Mouse
- Contour RollerMouse
- Logitech® MK550 Cordless Desktop Wave
- Microsoft Natural® Ergonomic Keyboard 4000
- 3M Positive Locking Keyboard Tray, Black, 17 3/4"(W)
- KENSINGTON Modular Platform with Smartfit System, Longneck
- 3M Easy Adjust Standard Keyboard Tray, Black, 25 1/2"(W) x 12"(D)
- Workrite Banana Board
- Office Master KR-200 Chair Arms
- Office Master PT-78 Chair
- Office Master PT-74, 76, 79 Chair
- Sit-Stand work Stations
- Ergotron Workfit-S A Single Monitor Sit Stand Workstation
- Ergotron Workfit-S Single Monitor Sit Stand Workstation
- Ergotron WorkFit-S Dual Monitor Sit Stand Workstation
- Humanscale Corner Sleeves: DE450, DE400, DE250, DE 200, DE100
- Office Master DB 74 Chair
- Office Master DB 92 Chair
- Office Master DB 68 Chair
- Human Scale M7 monitors arms
- Human Scale keyboard trays: 100, 500, and 900 models
3. CONSULTATION

Ergonomic evaluations are requested by a supervisor or physician to the appropriate safety specialist. Supervisor requests can be made directly to the specialist. Physician requests are relayed to the specialist via the workers' compensation claims adjuster. The specialist will schedule and conduct an ergonomic evaluation with the employee. Should there be a recommendation for equipment purchase to correct ergonomic concerns, it is the Department's responsibility to purchase equipment for the employee. Safety specialists can provide assistance with identifying the correct equipment needed. In the event a safety specialist is not familiar with equipment or types of equipment that should be recommended, the ergonomic equipment vendor can be consulted for recommendations.

Subsequent to physician recommendation and/or ergonomic assessment completed by the City's Safety Specialist, the vendor shall be able to provide upon request equipment recommendations in conjunction with the recommendations given by the physician and/or Safety Specialist. The vendor must be able to provide onsite visits to city locations to assess equipment needs. Equipment recommendations can be made based on the needs of the employee to include onsite visits or via email if suitable.

4. DELIVERY

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

Every item ordered will be processed, delivered and installed within 14 business days after receipt of the order. The City shall inspect the ordered item(s) immediately after delivery and installation.

5. DAMAGED MERCHANDISE

Damaged merchandise will be replaced and/or repaired within 14 business days after written notification by the City at no extra cost. If a product arrives damaged, or the vendor made an error, and it cannot be remedied with replacement parts the vendor is required to pay to return the item to and send a replacement to the City of Sacramento employee who placed the order.

6. RETURN POLICY

All chairs may be returned within 30 days of receipt of the shipment for an exchange or full refund. (Entire cost of the chair). No restocking fees may be deducted from returned items. If the product was purchased with a “free shipping” offer, the vendor's actual shipping costs may be deducted from the return refund.

7. CONTRACT DURATION

Contract duration is for a period of five (5) years from the date of approval of the contract by the City Council. If mutually agreeable, the contract may be extended for an additional period of one (1) year.
SECTION III
BIDDER RESPONSE DOCUMENTS
<table>
<thead>
<tr>
<th>Model</th>
<th>Quantity</th>
<th>Price Each</th>
<th>Need Assembly</th>
<th>Assembly charge</th>
<th>Total Cost for each</th>
<th>Extended Price</th>
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<td>15</td>
<td>99.95 $</td>
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<td>Logitech TrackMan Marble Mouse</td>
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<td>Microsoft Natural Ergonomic Keyboard 4000</td>
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<td>$109.99</td>
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<td>3M Easy Adjust Standard Keyboard Tray, Black, 25 1/2&quot; (W) x 12&quot; (D)</td>
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<td>109.00 $</td>
<td>Y</td>
<td>N/C</td>
<td>$159.00</td>
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<td>Workrite Banana Board</td>
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<td>Ergotron Workfit-S A Single Monitor Sit Stand Workstation</td>
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<td>Y</td>
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<tr>
<td>Ergotron Workfit-S Single Monitor Sit Stand Workstation</td>
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## Ergonomic Office Equipment - PRICING SCHEDULE

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<th>Item Description</th>
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<th>Unit Price</th>
<th>Total Price</th>
<th>Hours of Labor</th>
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<td>Office Master DB 74</td>
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<td>$273.17</td>
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<tr>
<td>Office Master DB 74</td>
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<td>$273.17</td>
<td>$2,731.70</td>
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<td>Office Master DB 92</td>
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<td>Y</td>
<td>$79.00</td>
<td>$-</td>
<td>$-</td>
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<td>$79.00</td>
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<td>Human Scale M7 Monitor Arms</td>
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<td>$-</td>
<td>$-</td>
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<td>Human Scale Keyboard Tray 100</td>
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<td>Human Scale Keyboard Tray 500</td>
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<td>Human Scale Keyboard Tray 900</td>
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<td>$89.00</td>
<td>$39.39</td>
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<td>Veridesk Pro Plus™</td>
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<td>$89.00</td>
<td>$395.00</td>
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<td>Veridesk CUBE CORNERª</td>
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<td>$399.00</td>
<td>$3,990.00</td>
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<tr>
<td>Microsoft Sculpt Ergonomic Desktop Keyboard</td>
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<td>N</td>
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<tr>
<td>Microsoft Sculpt Ergonomic Desktop Mouse</td>
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<td>N</td>
<td>$122.00</td>
<td>$1,830.00</td>
<td></td>
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<tr>
<td>Ergotron Workfit-TL Sit Stand Desktop Workstation</td>
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<td>N</td>
<td>$560.00</td>
<td>$8,400.00</td>
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<td>RFM Carmel High Back Chair</td>
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<td>$79.00</td>
<td>$369.07</td>
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<tr>
<td>Electric Sit Stand Retrofit</td>
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<td>$239.00</td>
<td>$3,346.60</td>
<td>$10,038.00</td>
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</table>

Bidder name: **OFFICE RELIEF**
Ergonomic Office Equipment - PRICING SCHEDULE

$ 98,982.20
A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is “Yes”:

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

1767 TRIBUTE ROAD # C
SACRAMENTO, CA 95830

Specify: fixed office location or distribution point(s): SAME AS ABOVE

b) Provide the bidder’s current, valid City of Sacramento Business Operations Tax Certificate Number: 1001-743 TAX CLASS 401

2. DELIVERY GUARANTEE

Contractor guarantees delivery within ___ days after receipt of order (ARO).

3. PAYMENT DISCOUNT

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

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

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

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

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

If Yes, what percentage discount would you offer the City to be paid through EFT? ____%
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 within ten (10) business days after the notification of intent to award.

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: OFFICE RELIEF, INC

Address: 516 McCORMICK ST, SAN LEANDRO, CA 94577

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)
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

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

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

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

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative __________________________ Date 10/10/18

Print Name Eric Johnson

Title Owner, Secretary
D. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE’s principle business office or workspace; or
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ YES - the firm submitting the bid is qualified as a local business enterprise.
☒ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

______________________________

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address:

______________________________

______________________________

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

1a.) The items for bid which are listed on the separate Excel Pricing Schedule are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease. The price and the percentage off of the manufacturer's list price are to be current as of the date of the bid opening. PRICING IS IN U.S. DOLLARS.

PRICING SHALL BE SUBMITTED ON THE EXCEL PRICING SCHEDULE

1b.) Total cost (from Pricing Schedule) = $98,982.20.

1c.) Equipment assemble cost per hour = $89. p/hr.

1d.) Onsite consultation cost per hour = $0.00

1e.) Minimum charge for a consultation = $0.00

2.) Prices

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

b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.

c. Price sheets or CD/ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.

d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.) Price Adjustment

a. Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not take effect until thirty calendar days after the updated list is delivered to the Contract Representative. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
b. **Note**: A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

c. All requests for price adjustments must be submitted in writing prior to the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

4.) Warranty (Commercial)

   a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

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

   c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

**F. VENDOR INFORMATION**

Provide one or two sheets for each of four areas explaining the bidder's fitness for performing the terms and conditions of the contract:

1.) Background and expertise.

2.) Training program.

3.) References (minimum of three, preferably from public agencies).

4.) Organizational chart.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
License 0848084
Wraith, Scarlett & Randolph Insurance Services, Inc.
509 Bush Street
Woodland, CA 95695

INSURER(S) AFFORDING COVERAGE:
NAIC #
INSURER A: General Casualty Company of Wisconsin 24414
INSURER B: Oak River Insurance Company 34630

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance.

CERTIFICATE HOLDER
Office Relief, Inc.
516 McCormick St.
San Leandro, CA 94577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1983-2015 ACORD CORPORATION. All rights reserved.
This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).
**City of SACRAMENTO**  
Office of the City Clerk

---

**CONTRACT ROUTING SHEET**

*Contract Cover/Routing Form: Must Accompany ALL Contracts, however, it is NOT part of the contract.*

**General Information (Required)**

Original Contract # (supplements only): 2018-1680  
Supplement/Addendum #: 1

Assessor’s Parcel Number(s):

Contract Effective Date: 11/20/2018  
Contract Expiration Date (if applicable): 06/30/2023

$ Amount (Not to Exceed): $500,000.00  
Adjusted $ Amount (+/-): $400,000.00

Other Party: Office Relief, Inc

Project Title: Citywide Ergonomic Furniture and Equipment

Project #:  
Bid/RFQ/RFP #: B18081321005 / B19061511010

City Council Approval: YES  🆓 if YES, Council File ID#: 2019-00186

**Contract Processing Contacts**

Department: Finance

Contract Coordinator: Ashley Petralli

Project Manager:  
Email: APetralli@cityofsacramento.org

**Department Review and Routing**

Accounting:  
(Signature)  
(Date)

Supervisor:  
(Signature)  
(Date)

Division Manager:  
(Signature)  
4-19-19

Other:  
(Signature)  
(Date)

**Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)**

☑ Recording Requested  ☐ Other Party Signature Required

---

--------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---------------

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CC Rev. 12.19.2018
CONTRACT SUPPLEMENT
(Nonprofessional Services)

The City of Sacramento ("City") and Office Relief, Inc. 516 McCormick St, San Leandro, CA 95577 ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2018-1680, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   This contract will now be available to all City Employees as a Citywide contract for office furniture and equipment. The list of available items has been increased pursuant to the City’s Bid Invitation B1900151/1010 (Attachment 1 to this Supplement No. 1), and the Pricing Schedule included in Section III of the Agreement is revised to include the items listed in Attachment 2 to this Supplement No. 1. In addition, Section 11 of the (Insurance Requirements) is hereby corrected to reflect that the requirements for automobile liability insurance and the workers’ compensation waiver of subrogation are not waived under this Agreement. Any initials included in the original Agreement suggesting otherwise were in error.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor’s fees and expenses, is increased by $400,000, and the Agreement’s maximum not-to-exceed amount is amended as follows:

   | Agreement’s original not-to-exceed amount: | $100,000 |
   | Net change by previous contract supplements: | $0 |
   | Not-to-exceed amount prior to this contract supplement: | $100,000 |
   | Increase by this contract supplement: | $400,000 |
   | New not-to-exceed amount including all contract supplements: | $500,000 |

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By: 

Approved By: 

Contractor

Approved By:

City of Sacramento

Approved As To Form By:

City Attorney

Attested To By:

City Clerk

(Rev. 9-17-12)
Citywide Furniture Contract (by invitation only) (B18061511010), bidding on February 13, 2019 2:00 PM (Pacific)

Bid Detail

Description

Scope of Services: Currently the City of Sacramento has the following active contracts based on Sourcing Event B18081321005.

C2018-1679 – Burckett’s Office Supplies Inc.
C2018-1660 – Office Relief, Inc.
C2018-1681 – United Corporate Furnishings, Inc.
C2018-1682 – River City Office Furniture and Equipment.

While current contracts are to be used by the Human Resources Department only, City Council has approved piggybacking onto Bid B18081321005 to enter into additional contracts in order to service the remaining departments with a citywide contract to purchase furniture and equipment on an as needed basis. Purchase volumes will very based on employee’s needs and requirements.

Other Details

SECTION 1:
The Procurement Services Division is requesting pricing on additional items supplementing bid B18081321005. See attached Response File for additional detail.

SECTION 2:
Vendors may offer an additional percentage off catalog items not listed on either bid. Percentage discounts may vary based on category, brand, etc. and are to be provided based upon vendor discretion (see Response File for details).

The City of Sacramento intends to award contract to multiple vendors and include pricing information to be used in future procurements. Departments may or may not purchase furniture from these contracts. If an item is not explicitly quoted on a vendor’s bid and there is not a blanket discount given for other catalog items, a request for bid may be issued by an individual or department for additional items. If a department intends to make a purchase, they will issue a Purchase Order to their selected vendor referencing the Contract Number. Vendors are required to include the Purchase Order Number on all invoices.

Notes: Bids Must Be Submitted To:

OFFICE OF THE CITY CLERK
915 I STREET, NEW CITY HALL
5th FLOOR PUBLIC COUNTER
SACRAMENTO CA 95814

*One (1) paper copy of the Response File shall be submitted to the Office of the City Clerk.

*One (1) electronic copy of the Response File in Excel format shall be uploaded to the City’s Bid Center

Local Programs & Policies

Special Notices

Downloadable Files

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Download Fee: $0.00

Hard Copy Plans

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PlanetBids, Inc.

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## Line Items

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<th>Ref</th>
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TOTAL: 1
Vendor Notifications

5 vendors notified

Invited Vendors

Burkets Office Supplies Inc.  (247744)
8520 Younger Creek Drive
Sacramento, CA  95828
United States

Contact: Emily Farrington  DGS
Phone: 916-329-1610
Fax: 916-329-1619
Email: EFarrington@burkettonoffice.com

Burkets' Office Supply  (160614)
8520 Younger Creek Dr
Sacramento, CA  95828
United States

Contact: Garry Bailey  DGS
Phone: 916-329-1613
Fax: 916-381-3363
Email: gbailey@burkettonoffice.com

Office Relief  (387731)
516 McCormick Street
San Leandro, CA  94563
United States

Contact: Eric Johnson
Phone: 510-501-8648
Fax: 877-919-1189
Email: eric@officerelief.com

River City Office Supply  (679355)
1230 I street
Sacramento, CA  95811
United States

Contact: Dave Muro
Phone: 916-446-4084
Fax: 916-446-4086
Email: dave@rcos1.com

United Corporate Furnishings, Inc.  (232619)
1780 North Market Blvd.
Sacramento, CA  95834
United States

Contact: Dacio Eastin
Phone: 916-930-4265
Fax:
Email: daciao@ucfinc.com
City of Sacramento

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)

Prospective Bidders

0 Prospective Bidders

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Printed 01/31/2019
## Q & A

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Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019, 2:00 PM (Pacific)
Addenda
| CONFIG-30DA-WOB-S w/ base | Workrite Conform, Dual Articulating Arm | $248.64 | Y | $109.00 | $357.64 |
| 2260-22-17 | Workrite Corner Platform System | $217.44 | Y | $109.00 | $326.44 |
| Tassawee-83 (various sizes) | Workrite Equal or Offset Corner Workstation | $235.00 | N | $256.00 |
| ESE634-72, S, G, W | Workrite Essentials 2-Leg Base | $571.47 | Y | $229.00 | $800.47 |
| ESE830-48, 54, W, G | Workrite Essentials 2-Leg Base | $544.37 | Y | $229.00 | $783.27 |
| ESE6472-01 | Workrite Essentials 3-Leg Base | $836.78 | Y | $349.00 | $1,185.78 |
| ESE6472-02 | Workrite Essentials 3-Leg Base | $836.78 | Y | $349.00 | $1,185.78 |
| 3170-22T | Workrite Pinacle 2 Stk Range Arm | $120.48 | N | $120.48 |
| 3175-22L | Workrite Pinacle 2 Value Std Arm | $95.04 | N | $95.04 |
| 3000-53 (various steel) | Workrite Rectangular Workstation | $103.00 | Y | $103.00 |
| ZEHE5472-024BDC-C | Workrite Sierra HX Electric Frame Set | $794.64 | Y | $349.00 | $1,144.64 |
| G7E-0017 | Goldtouch 655 Fixed SlimLine Wrist Rest | $19.00 | | $19.00 |
| G7T-0046 | Goldtouch 602 Mobile USB Keyboard, 8x | $519.00 | | $519.00 |
| G7RA_3L | Goldtouch Right Hand Ergonomics Mouse | $69.00 | | $69.00 |
| KOV-6V0-REI | Goldtouch Semi-Vertical Mouse, Wireless | $98.00 | | $98.00 |
| G78-0017 | Goldtouch SlimLine Mouse Pad | $22.00 | | $22.00 |
| G7V-0069 | Goldtouch V2 Adjustable Comfort Keyboard | $89.00 | | $89.00 |
| G7V-0088 | Goldtouch V2 Adjustable Keyboard, Black | $96.00 | | $96.00 |
| E8B00P-BU | Kinesis Freestyle2 Adj. Split Keyboard-BK | $99.00 | | $99.00 |
| E8B00H-BU | Kinesis Freestyle2 Keyboard for MAC | $100.00 | | $100.00 |
| A820-1LX | Kinesis Freestyle2 V19 Accessory | $36.00 | | $36.00 |
| SCN-0001 | Microsoft Natural 4000 Keyboard | $46.95 | | $46.95 |
| SKV-0001 | Microsoft Sculpt Ergo Keyboard for Bus. | $69.05 | | $69.05 |
| LN-00001 | Microsoft Sculpt Ergonomic Desktop | $128.00 | | $128.00 |
| 910-001105 | Logitech Performance Mouse MX | $69.99 | | $69.99 |
| VU186C, VU14DC | Vulyte 14" & 18" Vision Vu in Use Doc. Holder | $49.99 | | $49.99 |
| 2453 | Vulyte bulky epert Monitor Riser | $5.99 | | $5.99 |
| 4855 | Vulyte bulky epert Monitor Riser | $7.99 | | $7.99 |
| BALANCE-US | Contour Design Balance Keyboard | $69.00 | | $69.00 |
| RM-FREES-BLK | Contour Design RollerMouse Free3 | $199.95 | | $199.95 |
| RM-FREES-WL | Contour Design RollerMouse Free3, WL | $219.95 | | $219.95 |
| RM-PRO2-BLX, RM-PRO2-BLK | Contour Design RollerMouse Pro2 | $199.95 | | $199.95 |
| RM-RED | Contour Design RollerMouse Red | $238.50 | | $238.50 |
| RM-RED-PLUS | Contour Design RollerMouse Red Plus | $249.95 | | $249.95 |
| BUNOLLE-RED | Contour RollerMouse Red and ES Bundle | $299.00 | | $299.00 |
| Steelcase Amia All #4821412 | Steelcase task chair | | NO SID | |
| Series 1 #433A00 | Steelcase ergonomic Chair | | NO SID | |
| Active Lift Riser #07STS | Steelcase Sit-Stand | | NO SID | |
| Corner filler # CC0018123 (for use w/ 1 1/4" workstations) | Steelcase Corner Fillers | | NO SID | |
| Evolution Monitor Arm RCPEARM | Steelcase Monitor Arm | | NO SID | |
| LED Lunet Lighting | Desk Lamp | | NO SID | |

### SECTION 2

**S1906S15110 ADDITIONAL DISCOUNT**

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*Average cost for 60x24x60x24 top

Price based upon 3170-22TG

Price based upon 3175-22N

Average cost for 42x24 top

Average cost for 42x24 top
**CONTRACT ROUTING SHEET**

*Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.*

### General Information (Required)

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<th>Project Title: Ergonomic Office Furniture and Equipment</th>
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<tr>
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<td>B18081321005</td>
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<tr>
<th>City Council Approval: YES</th>
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*if YES, Council File ID#: 2018-01512*

### Contract Processing Contacts

<table>
<thead>
<tr>
<th>Department: Human Resources</th>
<th>Project Manager: Edward Russell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Coordinator: Katherine Robbins</td>
<td>Phone Ext. 1562</td>
</tr>
</tbody>
</table>

### Department Review and Routing

<table>
<thead>
<tr>
<th>Accounting: [Signature]</th>
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<tr>
<th>Supervisor: [Signature]</th>
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<tr>
<th>Division Manager: [Signature]</th>
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<td>(Signature)</td>
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### Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

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**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE****
CITY OF SACRAMENTO

Human Resources Department / Risk Management Division

Bid Number: B18081321005

INVITATION FOR BID

And

Contract Specifications for Supplies

FOR: Ergonomic Office Furniture & Equipment

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

Wednesday, October 10, 2018

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814*

*One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to the Office of the City Clerk.
One (1) electronic copy of the Pricing Schedule shall be uploaded to the City’s Bid Center.

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

Name of Bidder: RIVER CITY OFFICE SUPPLY

Address: 1230 "T" ST

City, State, Zip Code: SACRAMENTO CA 95811

Phone Number: 916-446-4084

Email Address: DAVE@RCOS1.COM

2018-1682
With: River City Office Supply
Title: Ergonomic Office Furniture and Equipment
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<td>B. Bid Instructions and Requirements</td>
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<tr>
<td>F. Vendor Information</td>
<td>39</td>
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</tbody>
</table>
SECTION I
REQUIREMENTS
A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page.
   http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources will not be considered official and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION I - REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL 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. IN ADDITION, AN ELECTRONIC COPY OF THE PRICING SCHEDULE MUST BE UPLOADED TO THE CITY'S BID CENTER.

2. Bid Submission. The bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor’s name and address printed on the outside of the envelope/package
   a) To obtain an electronic version of this bid go to Procurement's website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300
   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, Wednesday, October 10th, 2018. After opening, Bids may be inspected in the City Clerk’s Office.
   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.
   d) The electronic copy of the Pricing Schedule shall be uploaded as an Excel spreadsheet to the City’s Bid Center.

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.


If required, bid security approved by the City must accompany the bid, in the amount of {not required} 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 informality or irregularity 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: [ ] Not Required [ X] Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of (not required).

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 shall be submitted to:

   The Q&A section of this bid as posted in the City's Bid Center.

   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 local 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.

One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

In addition, one (1) electronic copy of the Pricing Schedule shall be uploaded to the City’s Bid Center:

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

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.
C. BID SIGNATURE PAGE

FOR SERVICES/SUPPLIES: Ergonomic Office Equipment

To the City of Sacramento:

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

ADDRESS: 1230 J ST SACRAMENTO CA 95811

PHONE #: 916-446-4084 FAX #: 916-446-4084 E-MAIL: DAVE@ACAO.COM

STATE TAX I.D. #: 028682677 FED. TAX I.D. #: 94-2470871

City ofSacramento Business Operation Tax Certificate #: 1774

(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) ________________________________

PRINT NAME: DAVE MURDO

TITLE: SALES
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 ________________.
Bid Bond Required: [ ] 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: $ ________________
Award Date: ________________

CONTRACT APPROVAL

Approved as to Form: ____________________
City Attorney

Approved: ____________________
City Manager
(Or Authorized Designee)

Attest: ____________________
City Clerk

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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, which 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."
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney’s fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.
E. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
   a. The LBE’s principle business office or workspace; or
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.
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C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a
sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.
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, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

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

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

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole
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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
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any unauthorized modification or use of such information for other than its intended purpose by CITY.

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

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

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

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

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

A. **Termination for Cause.** If the 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
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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:

_X_ 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:

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

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

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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
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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;
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(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 that 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
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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 11.6. 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. Safety Data Sheets (SDS). It is mandatory for a manufacturer, Contractor or distributor to supply an SDS with the first shipment of any hazardous material. Also at any time the content of an SDS 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. Payment terms are net 30 days unless bidder otherwise quotes. All cash 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.
If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

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.
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 SPP Policy and requirements specified in the bid.

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

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.
SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

1. GENERAL

Currently, the City purchases ergonomic furniture and equipment on an as needed basis depending on employee's needs and requirements. The City's Safety staff provides employees with options of different types of equipment to find the best fit to meet the ergonomic needs.

2. DESCRIPTION

Vendor(s) must offer ergonomic furniture, including but not limited to, the following types of equipment. Substitutions of similar furniture/equipment of different brands will be considered.

- Evoluent Vertical Mouse 4 Right Handed Bluetooth Wireless Ergonomic Mouse
- Evoluent Vertical Mouse 4 Ergonomic Mouse
- Logitech TrackMan® Marble Mouse
- Adesso IMOUSET1 Trackball Mouse
- Contour RollerMouse
- Logitech® MK550 Cordless Desktop Wave
- Microsoft Natural® Ergonomic Keyboard 4000
- 3M Positive Locking Keyboard Tray, Black, 17 3/4"(W)
- KENSINGTON Modular Platform with Smartfit System, Longneck
- 3M Easy Adjust Standard Keyboard Tray, Black, 25 1/2"(W) x 12"(D)
- Workrite Banana Board
- Office Master KR-200 Chair Arms
- Office Master PT-78 Chair
- Office Master PT-74, 76, 79 Chair
- Sit-Stand work Stations
- Ergotron Workfit-S A Single Monitor Sit Stand Workstation
- Ergotron Workfit-S Single Monitor Sit Stand Workstation
- Ergotron WorkFit-S Dual Monitor Sit Stand Workstation
- Humanscale Corner Sleeves: DE450, DE400, DE250, DE 200, DE100
- Office Master DB 74 Chair
- Office Master DB 92 Chair
- Office Master DB 68 Chair
- Human Scale M7 monitors arms
- Human Scale keyboard trays: 100, 500, and 900 models
3. CONSULTATION

Ergonomic evaluations are requested by a supervisor or physician to the appropriate safety specialist. Supervisor requests can be made directly to the specialist. Physician requests are relayed to the specialist via the workers’ compensation claims adjuster. The specialist will schedule and conduct an ergonomic evaluation with the employee. Should there be a recommendation for equipment purchase to correct ergonomic concerns, it is the Department’s responsibility to purchase equipment for the employee. Safety specialists can provide assistance with identifying the correct equipment needed. In the event a safety specialist is not familiar with equipment or types of equipment that should be recommended, the ergonomic equipment vendor can be consulted for recommendations.

Subsequent to physician recommendation and/or ergonomic assessment completed by the City’s Safety Specialist, the vendor shall be able to provide upon request equipment recommendations in conjunction with the recommendations given by the physician and/or Safety Specialist. The vendor must be able to provide onsite visits to city locations to assess equipment needs. Equipment recommendations can be made based on the needs of the employee to include onsite visits or via email if suitable.

4. DELIVERY

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

Every item ordered will be processed, delivered and installed within 14 business days after receipt of the order. The City shall inspect the ordered item(s) immediately after delivery and installation.

5. DAMAGED MERCHANDISE

Damaged merchandise will be replaced and/or repaired within 14 business days after written notification by the City at no extra cost. If a product arrives damaged, or the vendor made an error, and it cannot be remedied with replacement parts the vendor is required to pay to return the item to and send a replacement to the City of Sacramento employee who placed the order.

6. RETURN POLICY

All chairs may be returned within 30 days of receipt of the shipment for an exchange or full refund. (Entire cost of the chair). No restocking fees may be deducted from returned items. If the product was purchased with a “free shipping” offer, the vendor’s actual shipping costs may be deducted from the return refund.

7. CONTRACT DURATION

Contract duration is for a period of five (5) years from the date of approval of the contract by the City Council. If mutually agreeable, the contract may be extended for an additional period of one (1) year.
SECTION III
BIDDER RESPONSE DOCUMENTS
A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is “Yes”:

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

Specify: fixed office location or distribution point(s): OFFICE

b) Provide the bidder’s current, valid City of Sacramento Business Operations Tax Certificate Number: 1774

2. DELIVERY GUARANTEE

Contractor guarantees delivery within 10 days after receipt of order (ARO).

3. PAYMENT DISCOUNT

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

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

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

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

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

If Yes, what percentage discount would you offer the City to be paid through EFT? _____ %
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 within ten (10) business days after the notification of intent to award.

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: RIVER CITY OFFICE SUPPLY

Address: 820 7th St, Sacramento, CA, 95811

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto 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)
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

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

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

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

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative

Date

Print Name

Title
SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☑ YES - the firm submitting the bid is qualified as a local business enterprise.
☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

1774

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

1230

95811

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
E. PRICING SCHEDULE

1a.) The items for bid which are listed on the separate Excel Pricing Schedule are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease. The price and the percentage off of the manufacturer's list price are to be current as of the date of the bid opening. PRICING IS IN U.S. DOLLARS.

PRICING SHALL BE SUBMITTED ON THE EXCEL PRICING SCHEDULE

1b.) Total cost (from Pricing Schedule) = $53,648.00.

1c.) Equipment assemble cost per hour = $0.00.

1d.) Onsite consultation cost per hour = $0.00.

1e.) Minimum charge for a consultation = $0.00.

2.) Prices

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

b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.

c. Price sheets or CD/ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.

d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.) Price Adjustment

a. Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not take effect until thirty calendar days after the updated list is delivered to the Contract Representative. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
b. **Note:** A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

c. All requests for price adjustments must be submitted in writing prior to the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

4.) **Warranty (Commercial)**

a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

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

c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

**F. VENDOR INFORMATION**

Provide one or two sheets for each of four areas explaining the bidder's fitness for performing the terms and conditions of the contract:

1.) Background and expertise.

2.) Training program.

3.) References (minimum of three, preferably from public agencies).

4.) Organizational chart.
## Ergonomic Office Equipment - PRICING SCHEDULE

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<td>Veridesk Pro Plus™ - SUB PRODUCT = Kantek STS900</td>
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<td>Ergotron Workfit-TL Sit Stand Desktop Workstation - SUB</td>
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**Bidder name**
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<th>Total Cost</th>
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CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # ( supplements only): 2018-1682
Assessor's Parcel Number(s):
Contract Effective Date: 11/20/2018
$ Amount (Not to Exceed): $ 150,000.00
Contract Expiration Date ( if applicable): 06/30/2023
Adjusted $ Amount (+/-): $ 50,000.00
Other Party: River City Office Supply
Project Title: Citywide Ergonomic Furniture and Equipment
Project #: Bid/RFQ/RFP #: B18081321005 / B19061511010
City Council Approval: YES ✔ if YES, Council File ID#: 2019-00186

Contract Processing Contacts
Department: Finance
Contract Coordinator: Ashley Petralli
✔ Project Manager: Ashley Petralli
Email: APetralli@cityofsacramento.org

Department Review and Routing
Accounting: (Signature) (Date)
Supervisor: (Signature) (Date)
Division Manager: (Signature) 4-17-19
Other: (Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☑ Recording Requested   ☐ Other Party Signature Required

---------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------------------------
CONTRACT SUPPLEMENT
(Nonprofessional Services)

Project Title and Job Number: Citywide Office Furniture and Equipment
Purchase Order #: ________________________

The City of Sacramento ("City") and River City Office Supply, 1230 T St, Sacramento, CA 95811
("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2016-1682, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   This contract will now be available to all City Employees as a Citywide contract for office furniture and equipment. The list of available items has been increased pursuant to the City's Bid Invitation B19051511010 (Attachment 1 to this Supplement No. 1), and the Pricing Schedule included in Section III of the Agreement is revised to include the items listed in Attachment 2 to this Supplement No. 1. In addition, Section 11 of the (Insurance Requirements) is hereby corrected to reflect that the requirements for automobile liability insurance and the workers' compensation waiver of subrogation are not waived under this Agreement. Any initials included in the original Agreement suggesting otherwise were in error.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $50,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

   Agreement's original not-to-exceed amount: $100,000
   Net change by previous contract supplements: $0
   Not-to-exceed amount prior to this contract supplement: $100,000
   Increase by this contract supplement: $50,000
   New not-to-exceed amount including all contract supplements: $150,000

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By: ________________________

Approved By: ________________________

Contractor

Approved By: ________________________

City of Sacramento

(Rev. 9-17-12)
Bid Detail

Bid Information

- **Project Title**: Citywide Furniture Contract (by invitation only)
- **Invitation No.**: B19061511010
- **Bid Posting Date**: January 31, 2019 9:30 AM (Pacific)
- **Project Stage**: Bidding
- **Bid Due Date**: February 13, 2019 2:00 PM (Pacific)
- **Response Format**: Electronic & Paper
- **Link to Project on Public Site**: https://www.planetbids.com/portal/portal.cfm?CompanyID=15300&BidID=57998
- **Project Type**: Bid
- **Response Types**: Line Item, Response File
- **Type of Award**: Split
- **Categories**: 42558 - Office Furniture, Chairs, Desks & Tables

License Requirements

- **Department**: City of Sacramento Dept. of Finance
- **Address**:
- **County**:
- **Bid Valid**: 90 Days
- **Liquidated Damages**: $0.00
- **Target Bid Amount**: $0.00
- **Estimated Bid Value**:
- **Start/Delivery Date**: Upon City Council Approval
- **Project Duration**: 5 Years
- **Prevailing Wage**: No
- **Cooperative Bid**: No
- **Piggy-backable**: Yes

**eBid Notes**:
*One (1) paper copy of the Response File shall be submitted to the Office of the City Clerk.

*One (1) electronic copy of the Response File in Excel format shall be uploaded to the City's Bid Center.

Preferences

- **Restriction Type**: None
- **Restricted To**:

Pre-Bid Meeting Information

- **Pre-Bid Meeting**: No

Online Q&A

- **Online Q&A**: Yes
- **Q&A Cutoff Date**: February 8, 2019 3:00 PM (Pacific)

Contact Information

- **Contact Info**: Ashley Petralli (916) 808-5749
  APetralli@cityofsacramento.org
- **Bids to**: OFFICE OF THE CITY CLERK
- **Owner's Agent**: 915 I STREET, NEW CITY HALL
  5th FLOOR PUBLIC COUNTER
  SACRAMENTO CA 95814
City of Sacramento

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)

Bid Detail

Description

Scope of Services
Currently the City of Sacramento has the following active contracts based on Sourcing Event B18081321005:

C2018-1679 – Burkett’s Office Supplies Inc.
C2018-1680 – Office Relief, Inc.
C2018-1681 – United Corporate Furnishings, Inc.
C2018-1682 – River City Office Furniture and Equipment.

While current contracts are to be used by the Human Resources Department only, City Council has approved piggybacking onto Bid B18081321005 to enter into additional contracts in order to service the remaining departments with a citywide contract to purchase furniture and equipment on an as needed basis. Purchase volumes will very based on employee’s needs and requirements.

Other Details

SECTION 1:
The Procurement Services Division is requesting pricing on additional items supplementing bid B18081321005. See attached Response File for additional detail.

SECTION 2:
Vendors may offer an additional percentage off catalog items not listed on either bid. Percentage discounts may very based on category, brand, etc. and are to be provided based upon vendor discretion (see Response File for details).

The City of Sacramento intends to award contract to multiple vendors and include pricing information to be used in future procurements. Departments may or may not purchase furniture from these contacts. If an item is not explicitly quoted on a vendor’s bid and there is not a blanket discount given for other catalog items, a request for bid may be issued by an individual or department for additional items. If a department intends to make a purchase, they will issue a Purchase Order to their selected vendor referencing the Contract Number. Vendors are required to include the Purchase Order Number on all invoices.

Notes

Bids Must Be Submitted To:

OFFICE OF THE CITY CLERK
915 I STREET, NEW CITY HALL
5th FLOOR PUBLIC COUNTER
SACRAMENTO CA 95814

*One (1) paper copy of the Response File shall be submitted to the Office of the City Clerk.

*One (1) electronic copy of the Response File in Excel format shall be uploaded to the City's Bid Center

Local Programs & Policies

Special Notices

Downloadable Files

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<th>File Title</th>
<th>File Name</th>
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Download File Fee $0.00

Hard Copy Plans

Title/Description

Receive From | Plan Fee | Mailing Fee | Refund

PlanetBids, Inc.
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<td>ergoCentric ESD airCentric High Back Chair</td>
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<td>VuRyte 14&quot; &amp; 18&quot; Vision Vu In Line Doc. Holder</td>
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<td>Workrite Conform Single Articulating Arm</td>
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<td>Workrite Equal or Offset Corner Wrksurface</td>
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<td>Workrite Sierra HX Electric Frame Set</td>
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<td>GT8-0017</td>
<td>Goldtouch Gel Filled SlimLine Wrist Rest</td>
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<td>GTM-R, -L</td>
<td>Goldtouch Right Hand Ergonomic Mouse</td>
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<td>Steelcase Amia Air #4821412</td>
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<td>Corner filler # CCWS1812S (for use with 1 1/4&quot; worksurfaces)</td>
<td>Steelcase Corner Filler</td>
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<td>Evolution Monitor Arm #CFESARM</td>
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<td>LED Linear Lighting</td>
<td>Desk Lamp</td>
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### SECTION 2

#### 819061511010 ADDITIONAL DISCOUNT

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<tr>
<th>Percentage Discount</th>
<th>Category (If applicable)</th>
<th>Brand (If applicable)</th>
<th>Discount applicable to Assembly? (Y/N)</th>
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<td>20%</td>
<td>All Catalog Items</td>
<td>N/A</td>
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818081321005
River City Office Supply honors all pricing in the contract awarded to them under Contract # 818081321005
# Certificate of Liability Insurance

**Date:** 04/10/2019

**Producer:**
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

**Insured:**
RIVER CITY OFFICE SUPPLY INC  
1230 T ST  
SACRAMENTO, CA 95811-7106

**Certificate Number:** 6  
**Revision Number:** 3

**Coverages:**

<table>
<thead>
<tr>
<th>Insur Ltr</th>
<th>Type of Insurance</th>
<th>Addressable</th>
<th>Substr Wade</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Policy Limits</th>
</tr>
</thead>
</table>
| A         | Commercial General Liability | N | Y | 6035975 | 01/13/2019 | 01/13/2020 | EACH OCCURRENCE: $1,000,000  
 | | | | | | | DAMAGE TO RENTED PREMISES (As an occurrence): $100,000  
 | | Business Owner's Liability | | | | |  
 | X | General Aggregate Limit Applies Per: | | | | |  
 | | Policy | Project | Loc | | |  
 | | Other: | | | | |  
 | | | | | | |  
 | A | Automobile Liability | N | N | 6035976 | 01/13/2019 | 01/13/2020 | COMBINED SINGLE LIMIT (As accident): $1,000,000  
 | | Any Auto | SCHEDULED AUTOS | NON-OWNED AUTOS ONLY | | | |  
 | | Owned Autos Only | | | | | |  
 | | Hired Autos Only | | | | | |  
 | | UMBRELLA LIABILITY | OCCUR | CLAIMS-MADE | | | |  
 | | Excess Liability | | | | | |  
 | | Ded Retention | | | | | |  
 | | Workers' Compensation and Employers' Liability | Y/N | R/A | | | |  

**Description of Operations / Locations / Vehicles:** [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

**Certificate Holder:**
307-705-4  
THE CITY OF SACRAMENTO  
915 I ST  
SACRAMENTO, CA 95831

**Cancellation:**
6 3  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative:**
Michael G. Kern

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ACORD 25 (2016/03)  
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Page 111 of 239
FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

CITY OF SACRAMENTO
915 I ST
SACRAMENTO CA  95831

Relationship to the Named Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF
OFFICE SUPPLIES TO THE CITY OF SACRAMENTO, 915 I ST, SACRAMENTO, CA
95831.

A. The following is added to Paragraph C. Who is an Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" liability arising out of your ongoing operations performed for that insured or premises owned by or rented to you.

B. This insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the additional insured named above.

C. The following exclusion is added to Paragraph B. Exclusions:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insured:

RIVER CITY OFFICE SUPPLY INC
1230 T ST
SACRAMENTO CA  95811

Place of Issue:

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN  55060
(507) 455-5200

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

BP-F-239 (09-08)  Policy Number: 6035975  Transaction Effective Date: 03-25-2019
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McClatchy Insurance Agency
License #0724020
2410 Fair Oaks Blvd, Suite 140
Sacramento, CA 95825

CONTACT
Name: Elisabeth T. Nidoy
Phone: (916) 488-4702
Fax: (916) 488-2336
Email: elisabeth@mccclatchyins.com

INSURED
River City Office Supply
1230 T. St
Sacramento, CA 95811

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Hartford Casualty Ins. Co. 28424
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1932714116 REVISION NUMBER:

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

<table>
<thead>
<tr>
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<td>Automotive Liability</td>
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</table>

| Workmen’s Compensation And Employers’ Liability | | | | | | |
| Any Proprietor/Partner/Executive Officer/Member Excluded? | Y | N/A | Y | 57/WE/CA86577 | 09/13/2018 | 09/13/2019 |
| (Mandatory in NH) | | | | | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |

| Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | |
| Waiver of subrogation applies per: W/C 04 03 06 | | | | | | |

CERTIFICATE HOLDER
City of Sacramento
915 I St
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEC AB6677  
Endorsement Number: 2
Effective Date: 03/27/19  
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: RIVER CITY OFFICE SUPPLY  
1230 T. ST  
SACRAMENTO CA 95811

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

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

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

SCHEDULE

Person or Organization         Job Description
The City of Sacramento, its officials, employees, and volunteers 915 I Street Sacramento, CA 95814  001

Countersigned by ___________________________  Authorized Representative

Form WC 04 03 06  (1) Printed in U.S.A.
Process Date: 04/05/19  
Policy Expiration Date: 09/06/19
Policy Information:

<table>
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<tr>
<th>Policy Holder Details:</th>
<th>RIVER CITY OFFICE SUPPLY</th>
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<tbody>
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<td>1230 T. ST</td>
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<td>SACRAMENTO CA 95811</td>
</tr>
<tr>
<td>Policy Number:</td>
<td>57 WEC AB6577</td>
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</tbody>
</table>

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: The Hartford Casualty Insurance Company
NCCI Company Number: 14397
Policy Effective Date: 09/13/18
Policy Number: 57 WEC AB6577
Audit Period: ANNUAL
Policy Expiration Date: 09/13/19
Effective Date: 03/27/19
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: RIVER CITY OFFICE SUPPLY
1230 T. ST
SACRAMENTO CA 95811

FEIN Number: 94-2470875
Producer Name: MCCLATCHY INSURANCE AGENCY INC
Producer Code: 57120124

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

In consideration of an additional premium of $116, it is agreed that:

Policy is amended to add the following condition(s):
Waiver of Our Right to Recover from Others Endorsement

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.
WC990006A(.2)
WC040306
WC990006A(.1P)

Countersigned by

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.
Process Date: 04/05/19
Policy Expiration Date: 09/13/19
CHANGE IN INFORMATION PAGE  (Continued)

Policy Number: 57 WEC AB6577

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

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<th>CLASS CODE NUMBER AND DESCRIPTION</th>
<th>ESTIMATED TOTAL ANNUAL REMUNERATION</th>
<th>RATES PER 100 OF REMUNERATION</th>
<th>ESTIMATED ANNUAL PREMIUMS</th>
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<td>8064</td>
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**Total State Summary**

- Total Class Premium: 0
- CA Territorial Differential: 0.00 0.870000 0
- Waiver charge: 0.00 117
- Small Policy Credit: 0.00 6 -6
- Expense constant: 0.00 0
- Terrorism Risk Insurance Program Reauthorization Act: 0.00 0.020000 0
- Disclosure Endorsement: 0.00 0.814600 1
- CA User Fund: 0.00 0.814600 1
- CA Fraud: 0.00 0.255500 0
- CA Uninsured Employers Benefit Trust Fund: 0.00 0.057300 0
- CA Subsequent Injuries Benefit Trust Fund Assessments: 0.00 0.355900 0
- CA Occupational Safety & Health Fund: 0.00 0.265500 1

Form WC 99 00 06 A (1) Printed in U.S.A.
Process Date: 04/05/19
CHANGE IN INFORMATION PAGE  (Continued)

Policy Number: 57 WEC AB6577

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

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<thead>
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<th>CLASS CODE NUMBER AND DESCRIPTION</th>
<th>ESTIMATED TOTAL ANNUAL RENUMERATION</th>
<th>RATES PER 100 OF RENUMERATION</th>
<th>ESTIMATED ANNUAL PREMIUMS</th>
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Form WC 99 00 06 A (1) Printed in U.S.A.
Process Date: 04/05/19
Policy Expiration Date: 09/13/19
General Information (Required)
Original Contract # (supplements only): __________
Assessor’s Parcel Number(s): __________
Contract Effective Date: 11/20/2018
$ Amount (Not to Exceed): $100,000.00
Other Party: Burkett’s Office Supplies Inc
Project Title: Ergonomic Office Furniture and Equipment
Project #: __________
Bid/RFQ/RFP #: B18081321005
City Council Approval: YES if YES, Council File ID#: 2018-01512

Contract Processing Contacts
Department: Human Resources
Contract Coordinator: Katherine Robbins
Project Manager: Edward Russell
Phone Ext. 1562

Department Review and Routing
Accounting: ____________________________ (Signature) ____________________________ (Date)
Supervisor: ____________________________ (Signature) ____________________________ (Date)
Division Manager: ____________________________ (Signature) ____________________________ (Date)
Other: ____________________________ (Signature) ____________________________ (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

---FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---

Date Received Stamp(s)
INVITATION FOR BID  
And  
Contract Specifications for Supplies  
FOR: Ergonomic Office Furniture & Equipment  

Bids Must Be Received Up To The Hour of 2:00 P.M. on  
Wednesday, October 10, 2018  

Bids Must Be Submitted To: Office of the City Clerk  
915 I Street, New City Hall  
5th Floor Public Counter  
Sacramento, CA 95814*  

*One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to the Office of the City Clerk.  
One (1) electronic copy of the Pricing Schedule shall be uploaded to the City's Bid Center.  

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

Name of Bidder: Burkett's Office Supplies Inc  
Address: 8520 Younger Creek Dr  
City, State, Zip Code: Sacramento CA 95828  
Phone Number: 916 329 1605  
Email Address: kmiller@burkettoffice.com
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SECTION I
REQUIREMENTS
SECTION I – REQUIREMENTS

A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources will not be considered official and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL 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. IN ADDITION, AN ELECTRONIC COPY OF THE PRICING SCHEDULE MUST BE UPLOADED TO THE CITY'S BID CENTER.

2. Bid Submission. The bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package. To obtain an electronic version of this bid go to Procurement's website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, Wednesday, October 10th, 2018. After opening, Bids may be inspected in the City Clerk's Office.

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.

d) The electronic copy of the Pricing Schedule shall be uploaded as an Excel spreadsheet to the City's Bid Center.

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.


If required, bid security approved by the City must accompany the bid, in the amount of (not required) 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 informality or irregularity 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.
BID NO. B18081321005- Ergonomic Office Furniture & Equipment

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: [ ] Not Required [ X] Required

   If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of {not required}.

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 shall be submitted to:

   **The Q&A section of this bid as posted in the City's Bid Center.**

   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 local 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.

One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

In addition, one (1) electronic copy of the Pricing Schedule shall be uploaded to the City's Bid Center:

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

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 disqualified 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.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO.  B18081321005

FOR SERVICES/SUPPLIES:  Ergonomic Office Equipment

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment 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:  Burnett's Office Supplies Inc
ADDRESS:  8520 Younger Creek Dr  SACRAMENTO CA  95828
PHONE #:  916 329 1605  FAX #:  916 329 1602  E-MAIL:  kmiller@burnettsoffices.com
STATE TAX I.D. #:  FED. TAX I.D. #:  94-2736385
City of Sacramento Business Operation Tax Certificate #:  76579
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person)  

PRINT NAME:  Hall Miller

TITLE:  G.M.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 ________________.

Bid Bond Required: [ ] 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: $__________________________

Award Date: ____________________________

CONTRACT APPROVAL

Approved as to Form: ____________________________  Approved: ____________________________  Attest: ____________________________

City Attorney  City Manager (Or Authorized Designee)  City Clerk
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, which 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 directly 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 . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney’s fees and costs
ATTACHMENT B

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

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

The included employee benefits are:

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

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

You May . . .

○ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

E. LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS
(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and

2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.
C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. **DETERMINATION OF LBE PARTICIPATION LEVEL**

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. **LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL**

A. **LBE RECORDS** - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. **REPORTING REQUIREMENTS AND SANCTIONS** - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. **PERFORMANCE OF LBE SUBCONSULTANTS** - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. **DEFINITIONS**

A. **Local Business Enterprise (LBE)**

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a
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sole proprietorship, partnership, limited liability company, corporation, or any other
business entity that has a legitimate business presence in the City of Sacramento or
unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or
nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or
agreement with the Contractor to perform a portion of the work or services under the
professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or
agreement with the Contractor to perform a portion of the work or services under the
nonprofessional service agreement.
SECTION II
CONTRACT DOCUMENTS
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, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

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

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

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

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

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

5. **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 alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

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

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

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

9. Term; Suspension; Termination.

A. Termination for Cause. If the 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
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:

X 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:

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

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

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional 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;
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 that 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
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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. **Safety Data Sheets (SDS).** It is mandatory for a manufacturer, Contractor or distributor to supply an SDS with the first shipment of any hazardous material. Also at any time the content of an SDS 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.** Payment terms are net 30 days unless bidder otherwise quotes. All cash 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.
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If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

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.
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 SPP Policy and requirements specified in the bid.

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

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.
SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

1. GENERAL

Currently, the City purchases ergonomic furniture and equipment on an as needed basis depending on
employee's needs and requirements. The City's Safety staff provides employees with options of different types
of equipment to find the best fit to meet the ergonomic needs.

2. DESCRIPTION

Vendor(s) must offer ergonomic furniture, including but not limited to, the following types of equipment.
Substitutions of similar furniture/equipment of different brands will be considered.

- Evoluent Vertical Mouse 4 Right Handed Bluetooth Wireless Ergonomic Mouse
- Evoluent Vertical Mouse 4 Ergonomic Mouse
- Logitech TrackMan® Marble Mouse
- Adesso IMOUSET1 Trackball Mouse
- Contour RollerMouse
- Logitech® MK550 Cordless Desktop Wave
- Microsoft Natural® Ergonomic Keyboard 4000
- 3M Positive Locking Keyboard Tray, Black, 17 3/4"(W)
- KENSINGTON Modular Platform with Smartfit System, Longneck
- 3M Easy Adjust Standard Keyboard Tray, Black, 25 1/2"(W) x 12"(D)
- Workrite Banana Board
- Office Master KR-200 Chair Arms
- Office Master PT-78 Chair
- Office Master PT-74, 76, 79 Chair
- Sit-Stand work Stations
- Ergotron Workfit-S A Single Monitor Sit Stand Workstation
- Ergotron Workfit-S Single Monitor Sit Stand Workstation
- Ergotron WorkFit-S Dual Monitor Sit Stand Workstation
- Humanscale Corner Sleeves: DE450, DE400, DE250, DE 200, DE100
- Office Master DB 74 Chair
- Office Master DB 92 Chair
- Office Master DB 68 Chair
- Human Scale M7 monitors arms
- Human Scale keyboard trays: 100, 500, and 900 models
3. CONSULTATION

Ergonomic evaluations are requested by a supervisor or physician to the appropriate safety specialist. Supervisor requests can be made directly to the specialist. Physician requests are relayed to the specialist via the workers’ compensation claims adjuster. The specialist will schedule and conduct an ergonomic evaluation with the employee. Should there be a recommendation for equipment purchase to correct ergonomic concerns, it is the Department’s responsibility to purchase equipment for the employee. Safety specialists can provide assistance with identifying the correct equipment needed. In the event a safety specialist is not familiar with equipment or types of equipment that should be recommended, the ergonomic equipment vendor can be consulted for recommendations.

Subsequent to physician recommendation and/or ergonomic assessment completed by the City’s Safety Specialist, the vendor shall be able to provide upon request equipment recommendations in conjunction with the recommendations given by the physician and/or Safety Specialist. The vendor must be able to provide onsite visits to city locations to assess equipment needs. Equipment recommendations can be made based on the needs of the employee to include onsite visits or via email if suitable.

4. DELIVERY

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

Every item ordered will be processed, delivered and installed within 14 business days after receipt of the order. The City shall inspect the ordered item(s) immediately after delivery and installation.

5. DAMAGED MERCHANDISE

Damaged merchandise will be replaced and/or repaired within 14 business days after written notification by the City at no extra cost. If a product arrives damaged, or the vendor made an error, and it cannot be remedied with replacement parts the vendor is required to pay to return the item to and send a replacement to the City of Sacramento employee who placed the order.

6. RETURN POLICY

All chairs may be returned within 30 days of receipt of the shipment for an exchange or full refund. (Entire cost of the chair). No restocking fees may be deducted from returned items. If the product was purchased with a “free shipping” offer, the vendor’s actual shipping costs may be deducted from the return refund.

7. CONTRACT DURATION

Contract duration is for a period of five (5) years from the date of approval of the contract by the City Council. If mutually agreeable, the contract may be extended for an additional period of one (1) year.
SECTION III
BIDDER RESPONSE DOCUMENTS
A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is “Yes”:

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

8520 YOUNGERS CREEK DR
SACRAMENTO CA 95820

Specify: fixed office location or distribution point(s):

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 78579

2. DELIVERY GUARANTEE

Contractor guarantees delivery within 90 days after receipt of order (ARO).

3. 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").

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

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

If Yes, what percentage discount would you offer the City to be paid through EFT? 0%
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 within ten (10) business days after the notification of intent to award.

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.
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)
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

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

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

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

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative  10/9/18

Print Name

Title
SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE’s principle business office or workspace; or
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ YES - the firm submitting the bid is qualified as a local business enterprise.
☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

78579

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

8520 Younger Creek Dr
SACRAMENTO CA 95828

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

1a.) The items for bid which are listed on the separate Excel Pricing Schedule are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease. The price and the percentage off of the manufacturer's list price are to be current as of the date of the bid opening. PRICING IS IN U.S. DOLLARS.

PRICING SHALL BE SUBMITTED ON THE EXCEL PRICING SCHEDULE

1b.) Total cost (from Pricing Schedule) = $136,810.00.

1c.) Equipment assemble cost per hour = $75.00.

1d.) Onsite consultation cost per hour = $∅.

1e.) Minimum charge for a consultation = $∅.

2.) Prices

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

   b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.

   c. Price sheets or CD/ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.

   d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.) Price Adjustment

   a. Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not take effect until thirty calendar days after the updated list is delivered to the Contract Representative. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
b. **Note:** A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

c. All requests for price adjustments must be submitted in writing prior to the end of each contract year, and shall be reviewed and approved in writing by the City’s contract representative and the Procurement Services Division before such increases are applied.

4.) **Warranty (Commercial)**

   a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

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

   c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

**F. VENDOR INFORMATION**

Provide one or two sheets for each of four areas explaining the bidder’s fitness for performing the terms and conditions of the contract:

1.) Background and expertise.

2.) Training program.

3.) References (minimum of three, preferably from public agencies).

4.) Organizational chart.
## Ergonomic Office Equipment - PRICING SCHEDULE

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**Column Totals**

$10,943.00 $136,890.00
General Information (Required)
Original Contract # (supplements only): 2018-1679
Assessor's Parcel Number(s): ________________________________
Contract Effective Date: 11/20/2018
$ Amount (Not to Exceed): $250,000.00
Other Party: Burkett's Office Supplies, Inc
Project Title: Citywide Ergonomic Furniture and Equipment
Project #: ________________________________________
City Council Approval: YES ☑ if YES, Council File ID#: 2019-00186
Bid/RFQ/RFP #: B18081321005 / B19061511010
Contract Processing Contacts
Department: Finance
Contract Coordinator: Ashley Petralli ☑ Project Manager: Ashley Petralli
Email: APetralli@cityofsacramento.org

Department Review and Routing
Accounting:
(Signature) (Date)

Supervisor:
(Signature) (Date)

Division Manager:
(Signature) 4-19-19

Other:
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☑ Recording Requested ☐ Other Party Signature Required

-----------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----------------------
CONTRACT SUPPLEMENT  
(Nonprofessional Services)  

Project Title and Job Number: Citywide Office Furniture and Equipment  
Purchase Order #:  
Contract Supplement No.: 1  

The City of Sacramento ("City") and Burkett's Office Supplies, Inc., 8520 Younger Creek Dr, Sacramento, CA 95828 ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2016-1679, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
   This contract will now be available to all City Employees as a Citywide contract for office furniture and equipment. The list of available items has been increased pursuant to the City's Bid Invitation B10091511010 (Attachment 1 to this Supplement No. 1), and the Pricing Schedule included in Section III of the Agreement is revised to include the items listed in Attachment 2 to this Supplement No. 1. In addition, Section 11 of the (Insurance Requirements) is hereby corrected to reflect that the requirements for automobile liability insurance and the workers' compensation waiver of subrogation are not waived under this Agreement. Any initials included in the original Agreement suggesting otherwise were in error.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $150,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

   | Agreement's original not-to-exceed amount:          | $100,000 |
   | Net change by previous contract supplements:       | $0       |
   | Not-to-exceed amount prior to this contract supplement: | $100,000 |
   | Increase by this contract supplement:              | $150,000 |
   | New not-to-exceed amount including all contract supplements: | $250,000 |

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:  

[Signature]  
Project Manager

Approved By:  

[Signature]  
Contractor

Approved By:  

[Signature]  
City of Sacramento

(Rev. 9-17-12)

Approved As To Form By:  

[Signature]  
City Attorney

Attested To By:  

[Signature]  
City Clerk

Page 163 of 239
City of Sacramento

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)

Bid Detail

Description

Scope of Services: Currently the City of Sacramento has the following active contracts based on Sourcing Event B18081321005:

C2018-1679 – Burkett’s Office Supplies Inc.
C2018-1680 – Office Relief, Inc.
C2018-1681 – United Corporate Furnishings, Inc.
C2018-1682 – River City Office Furniture and Equipment.

While current contracts are to be used by the Human Resources Department only, City Council has approved piggybacking onto Bid B18081321005 to enter into additional contracts in order to service the remaining departments with a Citywide contract to purchase furniture and equipment on an as-needed basis. Purchase volumes will very based on employee’s needs and requirements.

Other Details

SECTION 1:
The Procurement Services Division is requesting pricing on additional items supplementing bid B18081321005. See attached Response File for additional detail.

SECTION 2:
Vendors may offer an additional percentage off catalog items not listed on either bid. Percentage discounts may vary based on category, brand, etc. and are to be provided based upon vendor discretion (see Response File for details).

The City of Sacramento intends to award contract to multiple vendors and includes pricing information to be used in future procurements. Departments may or may not purchase furniture from these contracts. If an item is not explicitly quoted on a vendor’s bid and there is not a blanket discount given for other catalog items, a request for bid may be issued by an individual or department for additional items. If a department intends to make a purchase, they will issue a Purchase Order to their selected vendor referencing the Contract Number. Vendors are required to include the Purchase Order Number on all invoices.

Notes

Bids Must Be Submitted To:

OFFICE OF THE CITY CLERK
915 I STREET, NEW CITY HALL
5th FLOOR PUBLIC COUNTER
SACRAMENTO CA 95814

*One (1) paper copy of the Response File shall be submitted to the Office of the City Clerk.

*One (1) electronic copy of the Response File in Excel format shall be uploaded to the City’s Bid Center

Local Programs & Policies

Special Notices

Downloadable Files

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<th>File Title</th>
<th>File Name</th>
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<th>Or Server</th>
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Hard Copy Plans

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TOTAL  1
Vendor Notifications

5 vendors notified

Invited Vendors

Burketts Office Supplies Inc. (247744)
8520 Younger Creek Drive
Sacramento, CA  95828
United States

Contact: Emily Farrington
Phone: 916-329-1610
Fax: 916-329-1619
Email: EFarrington@burkettouchoffice.com

Burketts' Office Supply (160614)
8520 Younger Creek Dr
Sacramento, CA  95828
United States

Contact: Garry Bailey
Phone: 916-329-1613
Fax: 916-381-3383
Email: gbailey@burkettouchoffice.com

Office Relief (367731)
516 McCormick Street
San Leandro, CA  95560
United States

Contact: Eric Johnson
Phone: 510-501-8668
Fax: 877-919-1199
Email: eric@officerelief.com

River City Office Supply (679355)
1230 I Street
Sacramento, CA  95811
United States

Contact: Dave Muro
Phone: 516-446-4084
Fax: 916-446-4086
Email: dave@rcos1.com

United Corporate Furnishings, Inc. (282619)
1780 North Market Blvd.
Sacramento, CA  95834
United States

Contact: Dacia Eastin
Phone: 916-830-4205
Fax:
Email: daciae@ucfinc.com
Prospective Bidders

<table>
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Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)
Addenda
## SECTION 1

### B190615111010 ITEMS LIST

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<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>ASSEMBLY? (Y/N)</th>
<th>ASSEMBLY CHARGE</th>
<th>TOTAL COST EACH (PRICE EA + ASSEMBLY)</th>
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<td>ergoCentric 3 in 1 Sit Stand Task Chair</td>
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<td>APPLEAIRHIGHESD</td>
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<td>EEXECPLUS350MT-APL,-APP</td>
<td>ergoCentric ExecPlus350MT Cha</td>
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<td>5G500GMP-22,-18</td>
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<td>KR-540</td>
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<td>GTP-0044</td>
<td>Goldtouch Gol2 Mobile USB Keyboard, Blk</td>
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<td>GTM-R, -L</td>
<td>Goldtouch Right Hand Ergonomic Mouse</td>
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<td>KOV-GSV-RMW</td>
<td>Goldtouch Semi-Vertical Mouse, Wireless</td>
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<td>GT9-0017, 0017L</td>
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<td>Item Code</td>
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<td>KB800PB-US</td>
<td>Kinesis Freestyle2 Adj Split Keyboard-BK</td>
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<td>KB800HMB-US</td>
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<td>AC820-BLK</td>
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<td>5GH-00001</td>
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<td>5KV-00001</td>
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<td>L5V-00001</td>
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<td>VU18DC, VU14DC</td>
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<td>4855</td>
<td>VuRyte VuRyser2 Mon. Riser, Adjusts 2&quot;</td>
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<td>RM-PRO3-BLK, RM-PRO2-BLK</td>
<td>Contour Design RollerMouse PRO</td>
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<td>Corner filler # CCWS18125 (for use with 1 1/4&quot; worksurfaces)</td>
<td>Steelcase Corner Filler</td>
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<td>Evolution Monitor Arm #CFESARM</td>
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<td>LED Linear Lighting</td>
<td>Desk Lamp</td>
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**SECTION 2**

**B19061511010 ADDITIONAL DISCOUNT**

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<tr>
<th>Percentage Discount</th>
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<tr>
<td>20%</td>
<td>All Catalog Items</td>
<td>N/A</td>
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**EXAMPLE**
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): ____________
Assessor's Parcel Number(s): ____________
Contract Effective Date: 11/20/2018
$ Amount (Not to Exceed): $ 100,000.00
Other Party: United Corporate Furnishings, Inc.
Project Title: Ergonomic Office Furniture and Equipment
City Council Approval: YES

Contract Processing Contacts
Department: Human Resources
Contract Coordinator: Katherine Robbins
Project Manager: Edward Russell
Phone Ext: 1562

Department Review and Routing
Accounting: [Signature] 10-23-18
Supervisor: [Signature] 10/20/18
Division Manager: [Signature] 10/24/18
Other: [Signature]

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

---------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE--------------------

Date Received Stamp(s)
CITY OF SACRAMENTO

Human Resources Department / Risk Management Division

Bid Number: B18081321005

INVITATION FOR BID
And
Contract Specifications for Supplies

FOR: Ergonomic Office Furniture & Equipment

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

Wednesday, October 10, 2018

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814*

*One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to the Office of the City Clerk. One (1) electronic copy of the Pricing Schedule shall be uploaded to the City's Bid Center.

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

Name of Bidder: United Corporate Furnishings, Inc.

Address: 1780 N Market Blvd.

City, State, Zip Code: Sacramento, CA 95834

Phone Number: 916-553-5900

Email Address: elizabeth@ucfinc.com

2018-1681
With: United Corporate Furnishings, Inc.
Title: Ergonomic Office Furniture and Equipment
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<td>38</td>
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<tr>
<td>F. Vendor Information</td>
<td>39</td>
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</table>
A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. 
   http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources will not be considered official and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL 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. IN ADDITION, AN ELECTRONIC COPY OF THE PRICING SCHEDULE MUST BE UPLOADED TO THE CITY’S BID CENTER.

2. Bid Submission. The bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City’s bid name and number, and include the vendor’s name and address printed on the outside of the envelope/package.
   a) To obtain an electronic version of this bid go to Procurement’s website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300
   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on Wednesday, October 10th, 2018. After opening, Bids may be inspected in the City Clerk’s Office.
   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.
   d) The electronic copy of the Pricing Schedule shall be uploaded as an Excel spreadsheet to the City’s Bid Center.

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.


   If required, bid security approved by the City must accompany the bid, in the amount of {not required} 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 informality or irregularity 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 (not required).

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 shall be submitted to:

   The Q&A section of this bid as posted in the City's Bid Center.

   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:
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 local 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.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

22. Submission of Bids.

One (1) paper copy of the Bid Document and one (1) paper copy of the Pricing Schedule shall be submitted to:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

In addition, one (1) electronic copy of the Pricing Schedule shall be uploaded to the City's Bid Center:

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

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.
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO.  B18081321005

FOR SERVICES/SUPPLIES:   Ergonomic Office Equipment

To the City of Sacramento:

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

ADDRESS: 1780 N Market Blvd.  Sacramento, CA  95834

PHONE #: 916-553-5900  FAX #: 916-553-5800  E-MAIL: elizabethb@ucfinc.com

STATE TAX I.D. #: 1819818  FED. TAX I.D. #: 68-0273306

City of Sacramento Business Operation Tax Certificate #: 74632

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

TYPE OF BUSINESS ENTITY (check one):   Individual/Sole Proprietor   Partnership

   X  Corporation   Limited Liability Company

   Other (please specify:  

BY: (signature of authorized person)  

PRINT NAME: Jason Juruchuk

TITLE:  Director of Sales
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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 ________________.

Bid Bond Required: [ ] 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: $________________________

Award Date: ________________

CONTRACT APPROVAL

Approved as to Form: [Signature]

City Attorney

Approved: [Signature]           Attest: [Signature]

City Manager (Or Authorized Designee) City Clerk

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney’s fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

○ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.
E. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS
(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a minimum 5% participation level for LBEs on this contract. Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.
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C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. Professional and nonprofessional service agreements of $100,000 or more will be subject to a minimum 5% LBE participation requirement.

B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a
sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.
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, the CITY does not require that CONTRACTOR use CITY
      facilities, equipment or support services or work in CITY locations in the performance of this
      Agreement.
   C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR,
      such persons shall be entirely and exclusively under the direction, supervision, and control of
      CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms
      of employment, including hours, wages, working conditions, discipline, hiring, and discharging,
      or any other terms of employment or requirements of law, shall be determined by
      CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or
      1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned
      personnel and subcontractors.
   D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement.
      Nothing in this Agreement shall be construed to create an exclusive relationship between CITY
      and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by
      such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR
      does not violate the provisions of Section 5, below.

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

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

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

5. 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
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any unauthorized modification or use of such information for other than its intended purpose by CITY.

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

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

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

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

9. Term; Suspension; Termination.

A. Termination for Cause. If the 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
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:

   X 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:

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

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

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects automobile 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;
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 that 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. Safety Data Sheets (SDS). It is mandatory for a manufacturer, Contractor or distributor to supply an SDS with the first shipment of any hazardous material. Also at any time the content of an SDS 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. Payment terms are net 30 days unless bidder otherwise quotes. All cash 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.
If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

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.
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 SPP Policy and requirements specified in the bid.

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

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.
1. GENERAL

Currently, the City purchases ergonomic furniture and equipment on an as needed basis depending on employee's needs and requirements. The City's Safety staff provides employees with options of different types of equipment to find the best fit to meet the ergonomic needs.

2. DESCRIPTION

Vendor(s) must offer ergonomic furniture, including but not limited to, the following types of equipment. Substitutions of similar furniture/equipment of different brands will be considered.

- Evoluent Vertical Mouse 4 Right Handed Bluetooth Wireless Ergonomic Mouse
- Evoluent Vertical Mouse 4 Ergonomic Mouse
- Logitech TrackMan® Marble Mouse
- Adesso IMOUSET1 Trackball Mouse
- Contour RollerMouse
- Logitech® Mk550 Cordless Desktop Wave
- Microsoft Natural® Ergonomic Keyboard 4000
- 3M Positive Locking Keyboard Tray, Black, 17 3/4"(W)
- KENSINGTON Modular Platform with Smartfit System, Longneck
- 3M Easy Adjust Standard Keyboard Tray, Black, 25 1/2"(W) x 12"(D)
- Workrite Banana Board
- Office Master KR-200 Chair Arms
- Office Master PT-78 Chair
- Office Master PT-74, 76, 79 Chair
- Sit-Stand work Stations
- Ergotron Workfit-S A Single Monitor Sit Stand Workstation
- Ergotron Workfit-S Single Monitor Sit Stand Workstation
- Ergotron WorkFit-S Dual Monitor Sit Stand Workstation
- Humanscale Corner Sleeves: DE450, DE400, DE250, DE 200, DE100
- Office Master DB 74 Chair
- Office Master DB 92 Chair
- Office Master DB 68 Chair
- Human Scale M7 monitors arms
- Human Scale keyboard trays: 100, 500, and 900 models
3. CONSULTATION

Ergonomic evaluations are requested by a supervisor or physician to the appropriate safety specialist. Supervisor requests can be made directly to the specialist. Physician requests are relayed to the specialist via the workers' compensation claims adjuster. The specialist will schedule and conduct an ergonomic evaluation with the employee. Should there be a recommendation for equipment purchase to correct ergonomic concerns, it is the Department's responsibility to purchase equipment for the employee. Safety specialists can provide assistance with identifying the correct equipment needed. In the event a safety specialist is not familiar with equipment or types of equipment that should be recommended, the ergonomic equipment vendor can be consulted for recommendations.

Subsequent to physician recommendation and/or ergonomic assessment completed by the City's Safety Specialist, the vendor shall be able to provide upon request equipment recommendations in conjunction with the recommendations given by the physician and/or Safety Specialist. The vendor must be able to provide onsite visits to city locations to assess equipment needs. Equipment recommendations can be made based on the needs of the employee to include onsite visits or via email if suitable.

4. DELIVERY

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

Every item ordered will be processed, delivered and installed within 14 business days after receipt of the order. The City shall inspect the ordered item(s) immediately after delivery and installation.

5. DAMAGED MERCHANDISE

Damaged merchandise will be replaced and/or repaired within 14 business days after written notification by the City at no extra cost. If a product arrives damaged, or the vendor made an error, and it cannot be remedied with replacement parts the vendor is required to pay to return the item to and send a replacement to the City of Sacramento employee who placed the order.

6. RETURN POLICY

All chairs may be returned within 30 days of receipt of the shipment for an exchange or full refund. (Entire cost of the chair). No restocking fees may be deducted from returned items. If the product was purchased with a "free shipping" offer, the vendor's actual shipping costs may be deducted from the return refund.

7. CONTRACT DURATION

Contract duration is for a period of five (5) years from the date of approval of the contract by the City Council. If mutually agreeable, the contract may be extended for an additional period of one (1) year.
SECTION III
BIDDER RESPONSE DOCUMENTS
SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is “Yes”:

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

1780 N Market Blvd.
Sacramento, CA 95834

Specify: fixed office location or distribution point(s): 1780 N Market Blvd, Sacramento, CA 95834

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

Number: 74632

2. DELIVERY GUARANTEE

Contractor guarantees delivery within __10__ days after receipt of order (ARO).

3. 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").

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

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

If Yes, what percentage discount would you offer the City to be paid through EFT? ___%
**Certificate of Liability Insurance**

**Certificate Holder**

SMUD  
Attn: Michelle Johnson  
4401 Bradshaw Road, MS EA404  
Sacramento, CA 95827

**Cancellation**

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

Authorized Representative

[Signature]

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**Coverages**

- **A** Commercial General Liability
  - Type: Claims-Made
  - Policy Number: ZZFD29670502
  - Policy Effective Date: 07/01/2018
  - Limits: $1,000,000

- **B** Automobile Liability
  - Type: Any Auto Owned
  - Policy Number: AWFD296720
  - Policy Effective Date: 07/01/2018
  - Limits: $1,000,000

- **C** Umbrella Liability
  - Type: Excess Liability
  - Policy Number: UHFD29670602
  - Policy Effective Date: 07/01/2018
  - Limits: $4,000,000

- **D** Workers Compensation and Employers' Liability
  - Type: Per Statute
  - Policy Number: UNWC902897
  - Policy Effective Date: 04/01/2018
  - Limits: $1,000,000

**Description of Operations / Locations / Vehicles**

RE: Purchase Order #4500111011 - SMUD, its director, offices, representatives, agents, employees, lessors and/or any other persons or entities for which SMUD has agreed in writing that its contractors shall be listed as Additional Insured per the attached endorsements regarding General Liability and Auto Liability. Waiver of subrogation also applies as respects to General Liability, Auto Liability and Workers' Compensation per the attached endorsements.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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<tr>
<th>SUMMARY OF COVERAGES</th>
<th>Included</th>
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<td>1. Additional Insured by Contract, Agreement or Permit</td>
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<td>2. Additional Insured – Primary and Non-Contributory</td>
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<td>3. Blanket Waiver of Subrogation</td>
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<td>4. Bodily Injury Redefined</td>
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<td>5. Broad Form Property Damage – Borrowed Equipment, Customers Goods &amp; Use of Elevators</td>
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<td>- Bail Bonds</td>
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<tr>
<td>- Loss of Earnings</td>
<td>$1,000</td>
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<tr>
<td>12. Unintentional Failure to Disclose Hazards</td>
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<tr>
<td>13. Unintentional Failure to Notify</td>
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This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. **Additional Insured by Contract, Agreement or Permit**
   The following is added to **SECTION II – WHO IS AN INSURED**:
   Additional Insured by Contract, Agreement or Permit
   a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

   1. "Your work" for the additional insured(s) designated in the contract, agreement or permit;
   2. Premises you own, rent, lease or occupy;
   3. Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:
      1. Only applies to the extent permitted by law; and
      2. Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
advertising injury” involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III — LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured — Primary and Non-Contributory

The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured — Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II — WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the “bodily injury”, “property damage”, or “personal injury and advertising injury”.

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the “bodily injury”, “property damage”, “personal and advertising injury” arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The “bodily injury”, “property damage”, “personal injury” or “advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the rendering of or failure to render any professional services by or for you.
b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. Blanket Waiver of Subrogation

The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V — DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage — Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I — COVERAGES, COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V — DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:
a. worked on; or  
b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence
The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause
The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

Liberalization Clause
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments — Extended Reporting Period
a. SECTION I — COVERAGES, COVERAGE C — MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
   (b) The expenses are incurred and reported to us within three years of the date of the accident; and
b. This coverage does not apply if COVERAGE C — MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations
SECTION II — WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:
a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft
SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:
g. Aircraft, Auto Or Watercraft
   (2) A watercraft you do not own that is:
      (a) Less than 51 feet long; and
      (b) Not being used to carry persons or property for a charge;
      This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits
SECTION I — SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:
1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards
The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify
The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA
BLANKET BASIS

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

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is $350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

<table>
<thead>
<tr>
<th>Person/Organization</th>
<th>Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.</th>
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<tr>
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<td>Waiver Premium</td>
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</tbody>
</table>

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

Endorsement Effective 04/01/2018
Policy No. UNWC902897
Endorsement No.
Insured
Insurance Company Cypress Insurance Company

Countersigned by ________________________________
BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph A. CANCELLATION 2. b. of the
COMMON POLICY CONDITIONS is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto
Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. EMPLOYEES AS INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends SECTION II - LIABILITY COVERAGE, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:
(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the SECTION II - LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the
covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

4. Coverage Extension

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair, minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

6. Audio, Visual and Data Electronic Equipment Coverage

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

We will pay for "loss" to any electronic equipment that receives...
or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or

2. Both:
   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and
   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is
excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. AIRBAG COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph C. LIMIT OF INSURANCE 1. or 2. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

(1) You, if you are an individual;
(2) Any partner or insurance manager if you are a partnership; or
(3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, paragraph 7. Policy Period, Coverage Territory provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

20. **MENTAL ANGUISH**

Paragraph C. "Bodily injury", SECTION V - DEFINITIONS is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:
   Additional Insured if Required by Contract
   If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

   If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

   (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

   (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

   Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:
   Primary and Non-Contributory
   If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

   The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

   (1) For the sole negligence of the additional "insured";

   (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

   (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.
UNITED CORPORATE FURNISHINGS INC
UNITED CORPORATE FURNISHINGS INC
1780 N MARKET BL
SACRAMENTO, CA 95834

License Number: GNB32004-12978 Expiration Date: June 01, 2019
Issue Date: May 05, 2004
Owner Name: UNITED CORPORATE FURNISHINGS INC
Business Name: UNITED CORPORATE FURNISHINGS INC
Location: 1780 N MARKET BL
SACRAMENTO, CA 95834

Business Activities: SELLING OFFICE FURNISHINGS ACCESSORIES CARPETING

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

ALL COUNTY REGULATIONS APPLY. THERE SHALL BE NO INFLATABLE/PORTABLE/A-FRAME SIGNS OR FLAGS. ALL OUTDOOR DISPLAY OR BANNERS REQUIRE A SEPARATE USE PERMIT. ALL DEVELOPMENT STANDARDS INCLUDING PARKING, FENCING AND LANDSCAPING SHALL APPLY. NO MORE THAN 25% OF FLOOR AREA DEVOTED TO OFFICE. WHOLESALE ONLY. NO RETAIL SALES ALLOWED.

License not transferable. Not Valid at any other location. Post in public view in a conspicuous place.

Ben Lamera
Interim Director of Finance

Department of Finance, Tax Collection and Licensing
700 H Street, Room 1710, Sacramento, California 95814
phone (916) 874-6644 | fax (916) 874-8909 | www.finance.saccounty.net
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This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).
C. DECLARATION OF COMPLIANCE

Equal Benefits Ordinance

Name of Contractor: United Corporate Furnishings, Inc.
Address: 1780 N Market Blvd, Sacramento, CA 95834

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)
BID NO. B18081321005 - Ergonomic Office Furniture & Equipment

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) refuses to allow the collective
bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is
executed by the City.

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

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

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

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any
claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from
any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative ____________________________ Date 10/9/2018

Jason Jurchuk
Print Name

Director of Sales
Title
D. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

X YES - the firm submitting the bid is qualified as a local business enterprise.

☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

74632

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

1780 N Market Blvd.
Sacramento, CA 95834

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
SECTION III — BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

1a.) The items for bid which are listed on the separate Excel Pricing Schedule are for evaluation purposes only. The quantities and items specified are an annual estimate of the City’s requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease. The price and the percentage off of the manufacturer’s list price are to be current as of the date of the bid opening. PRICING IS IN U.S. DOLLARS.

PRICING SHALL BE SUBMITTED ON THE EXCEL PRICING SCHEDULE

1b.) Total cost (from Pricing Schedule) = $101,162.00

1c.) Equipment assemble cost per hour = $45

1d.) Onsite consultation cost per hour = $First 5 visits No Charge, after $45/hour

1e.) Minimum charge for a consultation = $First 5 No Charge, After $45 minimum

2.) Prices

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

b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.

c. Price sheets or CD/ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.

d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.) Price Adjustment

a. Price adjustments will be in accordance with the current published manufacturers’ price listing as they are updated. Adjustments will not take effect until thirty calendar days after the updated list is delivered to the Contract Representative. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
## Ergonomic Office Equipment - PRICING SCHEDULE

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<tr>
<th>Model</th>
<th>Quantity</th>
<th>Price Each</th>
<th>Need Assembly</th>
<th>Assembly charge</th>
<th>Total Cost for each</th>
<th>Extended Price</th>
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<td>$1,845.00</td>
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Bidder name: United Corporate Furnishings

Page 1 of 1
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): 2018-1681
Supplement/Addendum #: 1
Assessor’s Parcel Number(s):
Contract Effective Date: 11/20/2018
Contract Expiration Date (if applicable): 06/30/2023
$ Amount (Not to Exceed): $500,000.00
Adjusted $ Amount (+/-): $400,000.00
Other Party: United Corporate Furnishings
Project Title: Citywide Ergonomic Furniture and Equipment
Project #: Bid/RFQ/RFP #: B18081321005 / B19061511010
City Council Approval: YES ☑ if YES, Council File ID#: 2019-00186

Contract Processing Contacts
Department: Finance
Contract Coordinator: Ashley Petralli
☑ Project Manager: Ashley Petralli
Email: APetralli@cityofsacramento.org

Department Review and Routing
Accounting:
(Signature) (Date)
Supervisor:
(Signature) (Date)
Division Manager: 
(Signature) 4-17-19
Other:
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Recording Requested ☐ Other Party Signature Required

---------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---------------------
CONTRACT SUPPLEMENT  
(Nonprofessional Services)  

Project Title and Job Number:  Citywide Office Furniture and Equipment  
Purchase Order #:  
Contract Supplement No.: 1  

The City of Sacramento ("City") and United Corporate Furnishings, Inc. 1780 N Market Blvd. Sacramento, CA 95834 ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2016-1081, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
   This contract will now be available to all City Employees as a Citywide contract for office furniture and equipment. The list of available items has been increased pursuant to the City's Bid Invitation B19061511010 (Attachment 1 to this Supplement No. 1), and the Pricing Schedule included in Section III of the Agreement is revised to include the items listed in Attachment 2 to this Supplement No. 1. In addition, Section 11 of the (Insurance Requirements) is hereby corrected to reflect that the requirements for automobile liability insurance and the workers' compensation waiver of subrogation are not waived under this Agreement. Any italics included in the original Agreement suggesting otherwise were in error.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $400,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

   | Agreement's original not-to-exceed amount: | $100,000  
   | Net change by previous contract supplements: | $0  
   | Not-to-exceed amount prior to this contract supplement: | $100,000  
   | Increase by this contract supplement: | $400,000  
   | New not-to-exceed amount including all contract supplements: | $500,000  

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:  

Approved By:  

Contractor  

Approved By:  

City of Sacramento  

(Rev. 9-17-12)  

Approved As To Form By:  

Attested To By:  

City Attorney  

City Clerk  

Page 229 of 239
Bid Detail

Bid Information

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Citywide Furniture Contract (by invitation only)</th>
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<td>Invitation No.</td>
<td>B19061511010</td>
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<td>Bid Posting Date</td>
<td>January 31, 2019 9:30 AM (Pacific)</td>
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<td>Project Stage</td>
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<td>Bid Due Date</td>
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<td>Reference ID</td>
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<td>Bid</td>
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<td>City of Sacramento Dept. of Finance</td>
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<td>Address</td>
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<td>Prevailing Wage</td>
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<td>Cooperative Bid</td>
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<tr>
<td>Piggy-backable</td>
<td>Yes</td>
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<td>eBid Notes</td>
<td>*One (1) paper copy of the Response File shall be submitted to the Office of the City Clerk.</td>
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<tr>
<td></td>
<td>*One (1) electronic copy of the Response File in Excel format shall be uploaded to the City's Bid Center.</td>
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Preferences

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Pre-Bid Meeting Information

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Online Q&A

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Contact Information

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<tr>
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<th>Ashley Petrali (916) 808-5749</th>
<th><a href="mailto:APetrali@cityofsacramento.org">APetrali@cityofsacramento.org</a></th>
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<tr>
<td>Owner's Agent</td>
<td>915 I STREET, NEW CITY HALL</td>
<td>5th FLOOR PUBLIC COUNTER</td>
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<td></td>
<td>SACRAMENTO CA 95814</td>
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City of Sacramento

ATTACHMENT 1 TO CONTRACT SUPPLEMENT 2018-1681-1

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)

Page 2

Bid Detail

Description

Scope of Services
Currently the City of Sacramento has the following active contracts based on Sourcing Event B18081321005:

- C2018-1679 – Burkett’s Office Supplies Inc.
- C2018-1680 – Office Relief, Inc.
- C2018-1681 – United Corporate Furnishings, Inc.
- C2018-1682 – River City Office Furniture and Equipment.

While current contracts are to be used by the Human Resources Department only, City Council has approved piggybacking onto Bid B18081321005 to enter into additional contracts in order to service the remaining departments with a citywide contract to purchase furniture and equipment on an as needed basis. Purchase volumes will very based on employee's needs and requirements.

Other Details

SECTION 1:
The Procurement Services Division is requesting pricing on additional items supplementing bid B18081321005. See attached Response File for additional detail.

SECTION 2:
Vendors may offer an additional percentage off catalog items not listed on either bid. Percentage discounts may vary based on category, brand, etc. and are to be provided based upon vendor discretion (see Response File for details).

The City of Sacramento intends to award contract to multiple vendors and include pricing information to be used in future procurements. Departments may or may not purchase furniture from these contracts. If an item is not explicitly quoted on a vendor’s bid and there is not a blanket discount given for other catalog items, a request for bid may be issued by an individual or department for additional items. If a department intends to make a purchase, they will issue a Purchase Order to their selected vendor referencing the Contract Number. Vendors are required to include the Purchase Order Number on all invoices.

Notes
Bids Must Be Submitted To:

OFFICE OF THE CITY CLERK
915 I STREET, NEW CITY HALL
5th FLOOR PUBLIC COUNTER
SACRAMENTO CA 95814

*One (1) paper copy of the Response File shall be submitted to the Office of the City Clerk.

*One (1) electronic copy of the Response File in Excel format shall be uploaded to the City’s Bid Center

Local Programs & Policies

Special Notices

Downloadable Files

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<td>17.3 kb</td>
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Download File Fee $0.00

Hard Copy Plans

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PlanetBids, Inc. Page 231 of 239
City of Sacramento

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)  

ATTACHMENT 1 TO CONTRACT SUPPLEMENT 2018-1681-1

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Vendor Notifications

5 vendors notified

Invited Vendors

Burketts Office Supplies Inc. (247744)
8520 Younger Creek Drive
Sacramento, CA 95828
United States

Burkett's Office Supply (160614)
8520 Younger Creek Dr
Sacramento, CA 95828
United States

Office Relief (367731)
516 McCormick Street
San Leandro, CA 94560
United States

geriver city office supply (679355)
1230 1st Street
Sacramento, CA 95811
United States

United Corporate Furnishings, Inc. (282519)
1780 North Market Blvd.
Sacramento, CA 95834
United States

Contact: Emily Farrington
Phone: 916-329-1610
Fax: 916-329-1619
Email: EFarrington@burkettsoffice.com

Contact: Gary Bailey
Phone: 916-329-1613
Fax: 916-381-3383
Email: gbailey@burkettsoffice.com

Contact: Eric Johnson
Phone: 510-501-8648
Fax: 877-919-1199
Email: eric@office relieve.com

Contact: Dave Muro
Phone: 916-446-4084
Fax: 916-446-4086
Email: Dave@roos1.com

Contact: Dacie Eastin
Phone: 916-830-4205
Fax:
Email: daciae@ucfinc.com
City of Sacramento

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)

**Prospective Bidders**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contact</th>
<th>Vendor Type</th>
<th>Pre-Bid</th>
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0 Prospective Bidders

Printed 01/31/2019
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<tr>
<th>Vendor</th>
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City of Sacramento

Citywide Furniture Contract (by invitation only) (B19061511010), bidding on February 13, 2019 2:00 PM (Pacific)
Addenda
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<tr>
<th>Item Code</th>
<th>Description</th>
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<th>Quantity</th>
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<td>OM Truly Full Multi-Function Chair</td>
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<td>YS89-2</td>
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* Minimum of $100 to install

## SECTION 2

### 819061511010 ADDITIONAL DISCOUNT

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<th>Category (if applicable)</th>
<th>Brand (if applicable)</th>
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<td>All Catalog Items</td>
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**EXAMPLE**