



9

DEPARTMENT OF
GENERAL SERVICES

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING FOUR
SACRAMENTO, CA
95822-3699

OFFICE OF THE DIRECTOR

February 23, 1988
PS:Admin:FM:SA:bb

916-449-5548

DIVISIONS:

COMMUNICATIONS
FACILITY MANAGEMENT
FLEET MANAGEMENT
PROCUREMENT SERVICES

City Council
Sacramento, California

CITY MANAGER'S OFFICE
RECEIVED
MAR 1 1988

Honorable Members In Session:

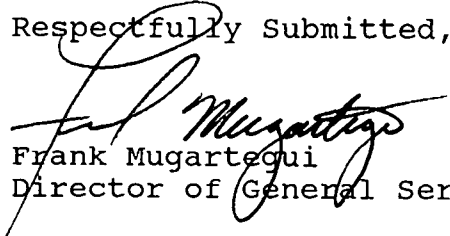
SUBJECT: Recommendation to Adopt Specifications

SUMMARY

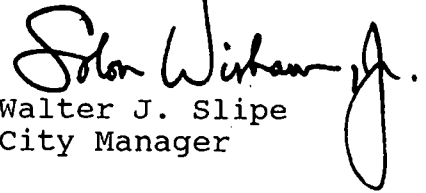
Attached is a listing of proposals with specifications for furnishing services and equipment to be used by the divisions as indicated.

RECOMMENDATION

It is recommended that the City Council adopt the specifications and that bids be called for on the date shown.

Respectfully Submitted,

Frank Mugartegui
Director of General Services

Recommendation Approved:

for: 
Walter J. Slipe
City Manager

APPROVED
BY THE CITY COUNCIL

MAR 8 1988

OFFICE OF THE
CITY CLERK

March 8, 1988
All Districts

City Council

-2-

March 8, 1988

<u>Bid No.</u>	<u>Description</u>	<u>Estimated Cost</u>	<u>Bid Date</u>
1205	Household Hazardous Waste Collection to be used by the Fire Department	\$40,000.00	March 29, 1988
1209	Various quantities and types of Landscaping Equipment to be used by the Parks South Division	\$13,400.00	March 29, 1988

9



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: HOUSEHOLD HAZARDOUS WASTE COLLECTION

PROPOSAL NO: 1205

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., MARCH 29, 1988

AT: CITY CLERK

915 I St. RM. 300

SACRAMENTO, CA. 95814

APPROVED
BY THE CITY COUNCIL

MAR 8 1988

OFFICE OF THE
CITY CLERK

PRE-BID CONFERENCE: Not Required

NAME OF VENDOR SUBMITTING THIS BID _____

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
MARCH 29, 1988

FOR: HOUSEHOLD HAZARDOUS WASTE COLLECTION

BID NO: 1205

Name of Bidder _____ Telephone _____

Type of Business: Corporation, Co-partnership, Individual doing business under his own name,
 Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies 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 he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title _____ Signature _____

Address (If different than above business address) _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount _____

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

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash 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. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~10:00~~ ^{10:30} a.m., MARCH 29, 1988. (Bids must be submitted prior to ~~10:00~~ ^{10:30} a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, 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, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is _____
(Please Print)

I am employed by _____, hereafter referred to below as "the firm".

I am the _____ of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

- South Africa or Namibia, or
- any business firm organized under the laws of South Africa or Namibia, or
- any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at _____.

(Signature)

(Title)

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

BIDDING SHEET FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION

For furnishing the City of Sacramento with hazardous waste handling service in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities and items listed below are based on best estimates available, and are averages for one collection day taken from past experience, subject to increase or decrease.

<u>Description</u>	<u>Quantity Per One (1) Collection</u>	<u>Unit Cost</u>	<u>Extension Per 8 Hour Working Day</u>
1. MOBILIZATION AND DEMOBILIZATION OF PERSONNEL AND EQUIPMENT TO AND FROM THE COLLECTION SITE PER COLLECTION DAY. INCLUDE ALL TRAVEL, SET UP, AND ANY OTHER EXPENSES NOT OTHERWISE LISTED IN THIS BID. (Refer to Exhibit D.1 for details)	1 Lot	\$ _____	Per Lot \$ _____
2. COST FOR CONTRACTORS PERSONNEL ON A PER HOUR BASIS (Refer to Exhibit D.2 for details)			
A. Chemist (Est. 1 each)	8 Hours	\$ _____	Per Hr. \$ _____
B. Leadman (Est. 1 each)	8 Hours	\$ _____	Per Hr. \$ _____
C. Technicians (Est. 5 each)	40 Hours	\$ _____	Per Hr. \$ _____

Overtime

In the event overtime is required, the overtime rate shall be computed at the rate of _____ times the total hourly rate.

3. COST OF ALL EQUIPMENT NECESSARY TO COMPLETE THE JOB (Refer to Exhibit D.2 for details)			
A. 1 ton truck with lift gate (Est. 1 each)	8 Hours	\$ _____	Per Hr. \$ _____
B. 40 foot flat bed truck (Est. 1 each)	8 Hours	\$ _____	Per Hr. \$ _____
C. Transport vehicle (Est. 1 each)	8 Hours	\$ _____	Per Hr. \$ _____

4. MATERIALS TO BE USED:

55 Gal. 17-H DOT Drum	39 Each	\$ _____	Per Ea.	\$ _____
55 Gal. 17-E DOT Drum	1 Each	\$ _____	Per Ea.	\$ _____
10 Gal. 10-C DOT Drum	1 Each	\$ _____	Per Ea.	\$ _____
Drum liners	25 Each	\$ _____	Per Ea.	\$ _____
Tyvek suits or equivalent	5 Each	\$ _____	Per Ea.	\$ _____
Vermiculite Packing Material per 50 pound bag	170 Bags	\$ _____	Per Bag	\$ _____
Visqueen/Plastic 6 mil thick per 20' x 100' roll	2 Rolls	\$ _____	Per Rl.	\$ _____
Respirator cartridges for bulk pack or testing	8 Each	\$ _____	Per Ea.	\$ _____
PVC Gloves	4 Pair	\$ _____	Per Pr.	\$ _____
Green Nitrile Gloves	8 Pair	\$ _____	Per Pr.	\$ _____
Haz-Cat Kit for testing use	1 Each	\$ _____	Per Ea.	\$ _____
Drum labels	90 Each	\$ _____	Per Ea.	\$ _____

5. DRUM DISPOSAL COSTS - UNIT COSTS TO INCLUDE ALL TRANSPORTATION, STORAGE, AND FACILITY DISPOSAL COSTS, AND ANY OTHER CHARGES NOT ELSEWHERE LISTED IN THIS BID. PLEASE BID BOTH PRIMARY AND OPTIONAL DISPOSAL METHODS. EXACT DISPOSAL METHOD WILL BE DETERMINED PRIOR TO EACH COLLECTION DAY.

A. Lab Pack Organic and Inorganic Acid ph<2 per 55 gallon drum	1 Drum	\$ _____	Per Dr.	\$ _____
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STATE METHOD AND SITE OF DISPOSAL

A.1 OPTIONAL - Bulk pack Organic and Inorganic Acid ph<2 per 5 gallon

Cost per Drum \$ _____

State Method and Site of Disposal

A.2 OPTIONAL - Bulk pack Organic and Inorganic Acid ph<2 per 55 gallon drum

Cost per Drum \$ _____

State Method and Site of Disposal

B. Lab Pack Organic and Inorganic liquids per 55 gallon drum 3 Drums \$ _____ Per Dr. \$ _____

STATE METHOD AND SITE OF DISPOSAL

B.1 OPTIONAL - Bulk pack Organic and Inorganic liquids per 55 gallon drum

Cost per Drum \$ _____

State Method and Site of Disposal

C. Lab Pack Alkaline Material ph>12 per 55 gallon drum 1 Drum \$ _____ Per Dr. \$ _____

STATE METHOD AND SITE OF DISPOSAL

C.1 OPTIONAL - Bulk pack
Alkaline material per
55 gallon drum

Cost per Drum \$ _____

State Method and Site of Disposal

D. Bulk Pack Organic and 1 Unit \$ _____ Per U. \$ _____
Inorganic Water Reactive
per 5 pound unit

Each additional pound 1 Pound \$ _____ Per Lb. \$ _____

STATE METHOD AND SITE OF DISPOSAL

E. Lab Pack other Organic 1 Drum \$ _____ Per Dr. \$ _____
per 55 gallon drum

STATE METHOD AND SITE OF DISPOSAL

E.1 OPTIONAL - Bulk Pack
other Organic per 55
gallon drum

Cost per drum \$ _____

State Method and Site of Disposal

E.2 OPTIONAL - Bulk pack
other organic per 5
gallon drum

Cost per drum \$ _____

State Method and Site of Disposal

F. Lab Pack Spent F001- 1 Drum \$ _____ Per Dr. \$ _____
 F005 listed waste per
 55 gallon drum

STATE METHOD AND SITE OF DISPOSAL

F.1 OPTIONAL - Bulk Pack
 Spent F001-F005 listed
 waste per 55 gallon drum

 Cost per drum \$ _____

State Method and Site of Disposal

G. Lab Pack Oil based paint 22 Drums \$ _____ Per Dr. \$ _____
 per 55 gallon drum

STATE METHOD AND SITE OF DISPOSAL

G.1 OPTIONAL - Bulk Pack Oil
 based paints per 55 gallon drum

 Cost per drum \$ _____

State Method and Site of Disposal

H. Bulk Pack liquid pesti- 6 Drums \$ _____ Per Dr. \$ _____
 cides for treatment per
 55 gallon drum

STATE METHOD AND SITE OF DISPOSAL

I. Lab Pack liquids with 1 Drum \$ _____ Per Dr. \$ _____
 metals for treatment
 (Pb, Se, As, Hg, etc.)
 per 55 gallon drum

STATE METHOD AND SITE OF DISPOSAL

TOTAL ESTIMATED COST PER CLEAN UP DAY \$ _____

The City is currently disposing of the following materials. We request that you indicate your unit charges for these items should circumstances change. The cost for these items will not be considered for award of the contract.

<u>DESCRIPTION</u>	<u>QUANTITY FOR COLLECTION</u>	<u>UNIT COST</u>
I. Water based paint per 55 gallon drum	18 Drums	\$ _____
STATE METHOD AND SITE OF DISPOSAL		

II. Motor oil for recycling-bulk in 55 gallon drums	7 Drums	\$ _____
STATE METHOD AND SITE OF DISPOSAL		

III. Car batteries - per battery	5 Drums	\$ _____
STATE METHOD AND SITE OF DISPOSAL		

CONTRACTOR'S EPA NUMBER:
[_____]

CONTRACTOR'S HAULER NUMBER:
[_____]

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

Quantities (Estimated)

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

Quantities Unrestricted

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

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Pricing

No price changes for Items 1 - 4 shall be permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be subject to adjustment.

Pricing Adjustment

Price increases for Drum Disposal, Item 5, will not be granted retroactively and request for adjustment must be received in writing by the Procurement Services Division. The City reserves the right to terminate contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the Disposal Site's effective date of such decline. Requests for price increases shall be accompanied by a copy of the Disposal Site's increase notice which substantiates the request for price change and shall be delivered to the Procurement Services Division office at least fifteen (15) days before the prices become effective to the City.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 4 years from the date of award of the original contract.

Contract Representative

During performance of the contract, the City will be represented by Captain Dale Templeton, City of Sacramento Fire Department, Telephone (916) 449-5266.

Payment Discount

Payment Discount: _____ % for payment within _____ calendar days.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento. (Continued on next page)

Funding Availability (Contd)

- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Inspection of Facilities

The City may require an inspection tour of bidder's facilities at the location where the work on this contract will be accomplished.

Prevailing Wage

Any person performing labor in the execution of this contract shall be paid not less than the general prevailing rate of wages in private employment for similar work in the City of Sacramento.

In the event Contractor pays any laborer or workman less than the established prevailing wage rate, the City will terminate the contract. In the event of such termination, Contractor shall be liable and assessed no less than the established rate per day per violation.

Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of this 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.

Safety Requirements

All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

Contract Intent

Specifications on the following pages are written with the intent to meet and comply with all requirements but the final certification to comply shall rest with the vendor and not the City of Sacramento. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules and regulations where it applies, and the City of Sacramento is to be notified thereof.

Dismissal of Unsatisfactory Employees

The Contractor shall only furnish employees who are competent and skilled for work under this contract.

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

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Bid Inquiries

Questions regarding this bid should be referred to:

Procurement Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to 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.

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$1,000,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

EXHIBIT A

GENERAL SPECIFICATIONS

GENERAL SPECIFICATIONS

Page 1

This request is for bids for services for collection and disposal of from 1 [one] to 6 [six] household hazardous waste collection days. The number of collection days will be determined at the City's sole discretion.

Collection days will be scheduled no more frequently than monthly.

Collection dates will be selected from the following table OF TENTATIVE COLLECTION DATES:

April 30, 1988	May 28, 1988	June 25, 1988
July 30, 1988	August 27, 1988	September 24, 1988

IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO confirm each scheduled date, as the City reserves the right to not conduct the tentatively scheduled collections. Upon request the City will confirm or cancel each collection no later than 30 days before the tentatively confirmed date.

HEREAFTER THROUGHOUT THIS BID APPLICATION FORM, THE SUCCESSFUL BIDDER WILL BE REFERRED TO AS THE 'CONTRACTOR' AND THE CITY OF SACRAMENTO WILL BE REFERRED TO AS THE 'CITY'

The Contractor will provide personnel to unload, collect, segregate, identify, and provide packaging (to include materials) of the Household Toxics Waste at point of collection, and immediately transport the packaged hazardous waste to an appropriate and legal disposal site or sites.

The Contractor shall allow City's Hazardous Materials Response Team personnel, at the City's option, to assist in handling of materials to reduce cost of collection to the City.

Contractor shall have vehicles which are properly certified by the EPA and California Department of Health Services. Requirements to be met include an E.P.A. Extremely Hazardous Waste Haulers Permit and any other transport licenses necessary.

Safety Requirements: All services and merchandise must comply with current California State Division of Industrial Safety orders, O.S.H.A., D.O.T, D.O.H.S., and any other applicable regulatory agencies.

Personnel accepting hazardous wastes from vehicles shall wear as a minimum protection Tyvek coveralls or equivalent. Respiratory protection shall be provided for those testing the chemicals.

GENERAL SPECIFICATIONS
Page 2

Contractor shall not be compensated for services outside the scope set forth exhibits "A" through "C" of this bid packet, unless prior to the commencement of such services the Contractor (a) notifies the City that such service is deemed an additional service and Contractor estimates the additional compensation required for such services; and (b) the City, after notice, approves the additional service and amount of compensation therefore.

City will provide the collection site at 21 Street and W Street. (Under the Freeway), site security during hours of operation, emergency response capability, and other administrative support.

EXHIBIT B

OPERATIONS

OPERATIONS

Page 1

1

TYPE OF WASTE TO BE COLLECTED: All residential wastes will be accepted, except radioactive materials, explosives, compressed gas cylinders, and those materials listed under exhibit "C" Section 1 'waste streams with no current disposal option under CFR 40...'. Each waste product must be contained in a packaged not exceeding 5 gallons or 50 pounds. Unidentified wastes will be discouraged, but if delivered to the collection site, will be accepted, tested, properly packaged and shipped to an approved disposal site.

2

PACKAGING OF WASTES: all wastes will be properly sorted to insure compatibility of wastes collected and subsequently packaged in original containers into 55 gallon DOT specified steel drums with vermiculite absorbent. Optionally selected materials may be bulk packed for treatment, recycling, or incineration using methods approved by the EPA and Department of Health Services. The City will select the disposal option to be used. Bulk packaging of flammable or poisonous liquids will be done only after the collection site has been closed to the general public. Following the collection, the contractor will remove from the collection site prior to 12 midnight the day of the collection, all material they are charged with handling. Contractor will immediately transport all wastes in their charge to an appropriate disposal or handling facility or facilities.

THE CITY RESERVES THE OPTION TO HANDLE THE MOTOR OIL, RECYCLABLE AUTOMOTIVE BATTERIES, AND LATEX PAINT WITH CITY PERSONNEL AFTER THE MATERIAL HAS BEEN IDENTIFIED BY THE CONTRACTOR OR THE CITY HAZ MAT TEAM.

3

WASTE INVENTORY: An inventory will be kept of all waste collected. Packaging and labeling will in accordance with DOT requirements. Transportation and disposal information will be kept in accordance with hazardous waste manifest requirements

OPERATIONS

Page 2

4

CONTROL MEASURES: All collection and work areas where spillage may occur must be covered with 0.006 inch sheet plastic. The covering must be maintained at all times during the collection and post-collection activities. Ripped, torn, or punctured plastic sheeting must be immediately repaired or replaced. Spilled chemicals will be cleaned up immediately using absorbent and decontamination equipment. Back up support will be provided by the Sacramento Fire Department Hazardous Materials Response Teams (Haz Mat) with trained personnel and complete safety equipment. Standby staffing will be provided by the Sacramento Fire Department, Sacramento City Police Department, and the California State Police Explosive Ordinance Disposal Team.

5

PRE COLLECTION MEETING: The Contractor will supply advance personnel to meet with the Fire Department Hazardous Materials Coordinator for a walk through prior to the first collection date.

6

CONTRACTOR'S RESPONSIBILITY - SITE SECURITY: Once the collection site is closed to the public, the Contractor shall maintain sufficient personnel on site to assure that no unauthorized personnel will be able to enter the hazardous material handling area undetected. Should the contractor remove his work force from the area, he will be responsible for the cost of hiring a bonded security service to guard against unauthorized entry into the waste holding area.

OPERATIONS

Page 3

7

CONTRACTOR'S PERSONNEL REQUIREMENTS:

(A)

Contractor will respond sufficiently early to set up work area, position drums and lay plastic over area as required in EXHIBIT B (OPERATIONS) section 4, "CONTROL MEASURES". LEAD PERSON shall be on the collection site sufficiently early to contact Fire Department Officer in Charge for safety briefing.

(B)

The Contractor will respond one (1) CHEMIST, one (1) LEAD PERSON, and five (5) TECHNICIANS to be on site by 09:00.

(C)

If the number and classification of Contractor's personnel prove to be inappropriate for any reason, the City reserves the right to meet with the Contractor and adjust the number of each classification of worker that will be used at subsequent collection days.

(D)

Contractor must be able to respond with sufficient additional personnel within a reasonable period of time to assure that all the collected wastes are off the collection site prior to 12:00 midnight of the day of the collection.

8

SUBMISSION OF PLANS: Contractor will supply copies of their CONTINGENCY PLAN and OPERATIONS PLAN to the Sacramento Fire Department and to Sacramento County Health Department Within fourteen (14) days after award of contract.

EXHIBIT C

DISPOSAL METHODS

DISPOSAL METHODS FOR SPECIFIC WASTES

Wastes will be handled and disposed of according to the legal and appropriate methods listed in C.F.R. 40 and C.A.C. Title 22 and any other regulations that may apply to the handling of hazardous wastes.

Special handling concerns and procedures are as follows:

1

Wastes with no current disposal option which are listed in C.F.R. 40 are not to be accepted.

2

Other wastes that are not to be accepted are:

- a. Radioactive material
- b. Explosives
- c. Compressed gas cylinders

3

Automotive Lead/acid batteries will be transported by Sacramento Fire Department to a recycler. Broken or leaking batteries will be packaged by the Contractor as part of an acid lab pack.

4

Waste motor oil will be disposed of by the Sacramento Fire Department for recycling.

5

Latex Paint will be collected by Sacramento Fire Department Personnel for recycling.

6

Specific disposal options will be selected by Fire Department personnel after conference with Contractor's representative. Disposal option will be re-evaluated prior to each collection day.

EXHIBIT D

SPECIAL INSTRUCTIONS FOR COMPLETING BID

SPECIAL INSTRUCTIONS
AND
DEFINITIONS
PAGE 1

1

MOBILIZATION AND DEMOBILIZATION: This category covers all costs for labor and services that occur prior to and after the collection day, with the exception of items that are otherwise itemized in this bid. For example: all labor, vehicle milage, and administrative costs that are required to assemble your work force, deliver said work force to the collection site, set up prior to admission of public including all phases of EXHIBIT B (OPERATIONS) SECTION 7A, that are performed prior to 9:00 am. Those costs to return your work force to your base of operations and return your equipment to service are also to be charged in this section. Additional labor hours after the Contractor's crew leaves the collection site will be authorized only if the Fire Department has agreed prior to removal from site that additional handling will be necessary and that it would be in the best interest of the City to authorize such handling. Costs that should NOT be charged to "MOBILIZATION AND DEMOBILIZATION include disposal costs for materials, labor and vehicle hour costs during the collection day and any charges including "portal to portal" for additional workers that may be requested by the City under EXHIBIT B (OPERATIONS) section 7 subsection C "...able to respond sufficient additional personnel..."

2

LABOR HOURS: Hours for labor will be charged only for those hours that the workers are on the collection site, unless pre authorized under section 1 above. The workers will be paid up to the actual time that they have completed the packaging, clean up, and actually are prepared to depart the collection site.

3

Pursuant to OPERATIONS SECTION 7 SUB SECTION C: If additional personnel are requested BY THE CITY FIRE DEPARTMENT OFFICER IN CHARGE then the additional work force will be paid their actual work hours plus their actual travel "portal to portal" up to 3 hours per person requested. The City will also pay hours on site plus up to 3 hours for an appropriate transport vehicle for such crew.

4

DISPOSAL COSTS: All costs of handling, shipping transfer, and actual costs of disposal must be included in the BIDDING SHEETS SECTION 5. Any additional costs for disposal must be pre approved by the Fire Department Officer in Charge of the Collection Day.

SPECIAL INSTRUCTIONS
AND
DEFINITIONS
PAGE 2

5

Disposal options will be reevaluated prior to each collection day. The disposal option that creates the least overall costs to the City will normally be selected. The Contractor's Contact person and the City Fire Department Hazardous Materials Coordinator will meet and select the proper disposal method for the following collection day.

9



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: LANDSCAPING EQUIPMENT

PROPOSAL NO: 1209

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., MARCH 29, 1988

AT: CITY CLERK

915 I St. RM. 300

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

APPROVED
BY THE CITY COUNCIL

MAR 8 1988

OFFICE OF THE
CITY CLERK

NAME OF VENDOR SUBMITTING THIS BID _____

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
MARCH 29, 1988

FOR: LANDSCAPING EQUIPMENT

BID NO: 1209

Name of Bidder _____ Telephone _____

Type of Business: Corporation, Co-partnership, Individual doing business under his own name,
 Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies 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 he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title

Signature

Address (if different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount _____

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

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash 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. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~10:15~~ ^{10:30} a.m., MARCH 29, 1988. (Bids must be submitted prior to ~~10:00~~ ^{10:30} a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, 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, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is _____
(Please Print)

I am employed by _____, hereafter referred to below as "the firm".

I am the _____ of the firm, and as such I am authorized to make this declaration.
(Title)

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at _____.

(Signature)

(Title)

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, various types of Landscaping Equipment, in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	Rototiller, 3.5 hp gasoline engine, 4 disc mid-tine assembly, 4 tines per disc, Honda Model F401-A2	\$ _____	\$ _____
Manufacturer & Model No. _____				
2	5 each	Commercial 20 inch Rotary Mower, 4 hp 2 cycle engine, push type, side discharge less catcher, Jacobsen Model 32017	\$ _____	\$ _____
Manufacturer & Model No. _____				
3	8 each	Blower, Lo-Blo Model 8K, with 8 hp Kohler gasoline engine	\$ _____	\$ _____
Manufacturer & Model No. _____				
4	3 each	Lawn Edger, commercial 3 hp gasoline engine, Power Trim Model 300	\$ _____	\$ _____
Manufacturer & Model No. _____				
5	1 each	Commercial 21 inch Rotary Mower, push type, 5 hp engine, rear discharge with catcher, Snapper Model 21500C	\$ _____	\$ _____
				Sub-Total \$ _____
				6% Sales Tax _____
				TOTAL BID PRICE \$ _____

Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Payment Discount

Payment Discount: _____% for payment within _____ calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within _____ days after receipt of order (ARO).

Evaluation (Demonstration)

City reserves the option for an "on the job demonstration and evaluation" by City personnel before acceptance of contract in the event performance of unit proposed is not familiar to the City. Demonstrator shall be available within 5 days of bid opening. Only units meeting these specifications shall be demonstrated. Time required for the evaluation shall be as determined by the City.

F.O.B.

Prices to be bid F.O.B. destination - as follows:

City of Sacramento
Parks - Special Services
City Corporation Yard
5730 24th Street, Bldg. 12
Sacramento, CA 95822

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low 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.

Warranty (Commercial)

The contractor 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.

Bid Inquiries

Questions regarding this bid should be referred to:

Procurement Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to 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.

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.