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City of
SACRAMENTO

Contract Review

City Council

City Hall-Council Chamber
915 I Street, 1st Floor

Published by the Office of the City Clerk
(916) 808-5163

<http://portal.cityofsacramento.org/Clerk/Contract-Posting>

**Contracts to be considered at the City Council Meeting of:
Tuesday, March 15, 2016, 6:00 p.m.**

Published for 10-day Review on March 3, 2016

NOTICE TO THE PUBLIC

In accordance with the Sacramento City Council's Rules of Procedure (Chapter 7, Section E.2.d) unless waived by a two-thirds vote of Council all labor agreements and all agreements greater than \$1,000,000 shall be posted on the City's website and be made available to the public at least 10-days prior to council action.

Members of the public wishing to provide input on any contract listed here, are invited to attend the City Council meeting and provide comments to the City Council at the date listed above.

The contract(s) posted here are not final, and are subject to change and/or continued to a different meeting date other than what is listed above.

- **[Agreement/Contract for Review] (City Council/Redevelopment Agency Successor Agency/Housing Authority) Transfer of Unexpended Redevelopment Bond Fund and Approval of Master Excess Bond Expenditure Agreement and Master Excess Housing Bond Expenditure Agreement**
- **(Agreement/Contract for Review) Contract: Scott X3 Self Contained Breathing Apparatus (SCBA) for the Sacramento Fire Department**

Meeting Date: 3/8/2016

Report Type: Review

Report ID: 2016-00268

Title: [Agreement/Contract for Review] (City Council/Redevelopment Agency Successor Agency/Housing Authority) Transfer of Unexpended Redevelopment Bond Fund and Approval of Master Excess Bond Expenditure Agreement and Master Excess Housing Bond Expenditure Agreement

Location: Citywide

Recommendation: Accept and publish for review a 1) Redevelopment Agency Successor Agency Resolution authorizing: a) transfer of \$11,665,699 in unexpended Redevelopment (RDA) Bond Proceeds to the City to spend in a manner consistent with the bond covenants and for redevelopment purposes; b) the City Manager or his designee to execute the Master Excess Bond Expenditure Agreement for the category of projects; c) transfer \$3,015,400 in unexpended RDA housing bond funds to the Housing Authority of the City of Sacramento (Housing Authority) as the Housing Successor, and d) execute the Master Excess Housing Bond Expenditure Agreement with the Housing Authority; 2) City Council Resolution authorizing the City Manager or his designee to: a) accept the transfer of \$11,665,699 in unexpended RDA Bond Proceeds; b) execute the Master Excess Bond Expenditure Agreement; c) create a capital projects fund for each redevelopment bond issue; d) transfer RDA bond proceeds allocated to Lowell Street Sidewalk (T15036300) and 14th Avenue Extension(T15098600) projects from Economic Development Fund (2031) to the 2006 Army Depot Taxable and Tax-exempt funds; e) transfer RDA bond proceeds allocated to Powerhouse Science Center (E18000400) from the Externally Funded Projects Fund (Fund 2703) to the 2006 River District Taxable Fund; f) create 2002 Master Lease Downtown Tax-Exempt, 2005 TAB Downtown CIP Tax Exempt, and 2005 TAB Downtown CIP Taxable funds to transfer RDA bond proceeds allocated to Cesar Chavez Plaza (L19207100); and 3) Housing Authority of the City of Sacramento Resolution authorizing: a) the Executive Director to execute the Master Excess Housing Bond Expenditure Agreement, and b) accept the transfer of \$3,015,400 in RDA housing bond funds as the Housing Successor; and continue to March 15, 2016 for approval.

Contact: Leslie Fritzsche, Senior Project Manager, (916) 808-7223, Economic Development Department

Presenter: None

Department: Economic Development Dept

Division: Citywide Development

Dept ID: 18001031

Attachments:

- 1-Description/Analysis
- 2-RASA Resolution
- 3-Exhibit A (Excess Bond Expenditure Agreement)
- 4-Exhibit B (Excess Housing Bond Expenditure Agreement)
- 5-City Resolution
- 6-Exhibit A (Excess Bond Expenditure Agreement)
- 7-Housing Authority Resolution
- 8-Exhibit A (Excess Housing Bond Expenditure Agreement)

City Attorney Review

Approved as to Form
Sheryl Patterson
2/29/2016 10:27:01 AM

Approvals/Acknowledgements

Department Director or Designee: Larry Burkhardt - 2/23/2016 5:04:01 PM

Description/Analysis

Issue Detail: Pursuant to Assembly Bill 1484, the amended state legislation dissolving redevelopment agencies, the Redevelopment Agency Successor Agency (RASA) is allowed to spend “excess” bond proceeds (not otherwise obligated to a project) once a “Finding of Completion” is received from the California Department of Finance (DOF). RASA received its Finding of Completion in September 2013. The bond funds are to be transferred to the City and the Housing Authority since RASA cannot undertake redevelopment projects. The City and Housing Authority must commit that the funds will be invested in projects that comply with the area’s redevelopment plan, its implementation plan, and the bond covenants. The use of the bond proceeds is restricted to the project areas for which the bonds were issued.

RASA staff has brought forward to RASA and City Council four prior reports allocating some of the excess bond funds to the City to finance specific projects. These reports allocated funds for the following projects: Powerhouse Science Center, Lowell Street sidewalks, the 14th Avenue Extension and Cesar Chavez Park.

In order to expedite winding down the affairs of the prior Redevelopment Agency, it is more efficient to transfer the remaining excess non-housing bond funds from RASA to the City at one time and to set limitations on use of the proceeds. The Oversight Board for RASA and DOF have approved the proposed Master Excess Bond Expenditure Agreement (“Master Agreement”) to transfer the remaining unallocated bond funds totaling approximately \$11,665,699 to the City. The City will then finance public and private development projects previously planned by the former redevelopment agency or are consistent with the redevelopment plans, implementation plans and bond covenants. These funds are required to be spent in each redevelopment project area and have to be used for capital projects. Funding for each project over \$100,000 will require City Council approval.

In addition, there is \$3,015,400 in remaining unallocated low-moderate income housing bond funds that can be transferred to the Housing Authority as Housing Successor Agency by way of a Master Excess Housing Bond Expenditure Agreement (“Master Housing Agreement”) between the Housing Authority and RASA. The Oversight Board and DOF also approved this agreement. These funds will also have to be spent in accordance with the bond covenants. Funding for each project utilizing these funds will require Housing Authority board approval.

The proposed Master Agreement between RASA and the City is included as Exhibit A to the Council and RASA Resolutions. The Master Housing Agreement between RASA and the Housing Authority is included as Exhibit A to the Housing Authority Resolution and as Exhibit B to the RASA Resolution.

Policy Considerations: The proposed categories of bond-funded projects are consistent with the goals established in the redevelopment plans and implementation plans for each of the redevelopment project areas. All expenditures will be in compliance with the bond covenants for each of the redevelopment bond issuances. These funds will be used to further the revitalization of the former redevelopment areas and to advance the City’s focus on priority neighborhoods and the Housing Authority’s investment in affordable housing projects.

Economic Impacts: The actions recommended in this report do not have any direct economic impact, but will lead to economic investments as part of the utilization of the excess bond funds by the City and the Housing Authority.

Environmental Considerations: The recommendations are government funding mechanisms which do not constitute a “project” under the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b)(4). Each project funded with the excess bond funds will be subject to the requirements of CEQA.

Sustainability: The bond funds will be used for projects within the former redevelopment project areas, all of which are considered infill areas according to the City’s General Plan. The funds will be used to stimulate additional development within these areas enhancing the sustainability of these neighborhoods.

Commission/Committee Action: None.

Rationale for Recommendation: The Master Agreement will be an inclusive agreement authorizing the City to use excess bond proceeds transferred from RASA, consistent with bond covenants, on projects and programs consistent with the priorities established by the former redevelopment agency as set forth in the redevelopment plans and implementation plans for each area. The excess non-housing bond proceeds consist of \$6,527,087 in tax-exempt bond proceeds and \$5,138,612 in taxable bond proceeds. The funds will be spent on projects from several broad categories including:

- Improvements to infrastructure to support enhanced commercial development
- Commercial development and/or mixed-use projects
- Commercial place-making activities

The proposed Master Agreement with the City includes the funds and project categories for each redevelopment project area. A key determinant in the selection of projects is how they will leverage additional tax-generating activities within each redevelopment area. The primary focus will be the older commercial corridors in each of the areas, building upon existing momentum in these priority neighborhoods. In Del Paso Heights and North Sacramento, projects will center on encouraging development along Marysville Boulevard and Del Paso Boulevard. The priorities for the Oak Park funds will be to leverage the UC Davis Medical Center growth and to stimulate additional commercial activity along the Stockton and Broadway corridors including the MedZone. Similarly, the River District and Alkali Fla bond funds will be employed to enhance the corridors of 12th and 16th streets and adjacent areas. In the 65th and Army Depot areas, the goal will be to complete the extensions of Ramona Avenue and 14th Avenue, opening up key areas for new commercial development.

The proposed Master Agreement allows the City to allocate the excess bond funds (and interest on those bond funds) to projects and activities, as long as the expenditure is consistent with the Master Agreement and the relevant bond covenants. Under applicable law and bond covenants, any revenue received by the City from the tax-exempt bond-funded activities will continue to be restricted to reinvestment consistent with the Master Agreement and bond covenants in the indentures, such as investing in other capital projects meeting a redevelopment purpose within the project area.

The Master Housing Agreement with the Housing Authority will provide funding for affordable housing. Since housing funds can be spent outside of the project area, these funds could be used for low-moderate income housing anywhere in the City.

The Master Agreement and Master Housing Agreements were approved by the Oversight Board on August 17, 2015 and by DOF on October 6, 2015.

Financial Considerations: Currently the unobligated bond funds held by RASA total approximately \$11,665,699 in non-housing funds and \$3,015,400 in housing funds. The Master Agreement and Master Housing Agreement outline each of the bond issuances/debt instruments and their project allocation. The table below depicts the funds by redevelopment project area and by designation (taxable/tax-exempt). A more detailed description of the bond issuance information is included in the agreements.

Master Expenditure Agreement between RASA and the City of Sacramento

REDEVELOPMENT AREA	TYPE OF FUNDS	TAXABLE	TAX-EXEMPT	TOTAL
65th Street				
	Commercial	\$1,103,452		\$1,103,452
Alkali Flat				
	Commercial		\$386,255	\$386,255
Army Depot				
	Commercial	\$97,270	\$310,018	\$407,288
Del Paso Heights				
	Commercial	\$717,213	\$574,492	1,291,705
North Sacramento				
	Commercial		\$645,668	\$645,668
Oak Park				
	Commercial	\$1,770,610	\$3,329,122	\$5,099,732
River District				
	Commercial	\$1,450,067		\$1,450,067
Stockton Boulevard				
	Commercial		\$1,281,532	\$1,281,532
TOTAL		\$5,524,867	\$6,140,832	\$11,665,699

Master Expenditure Agreement between RASA and the Housing Authority of the City of Sacramento

REDEVELOPMENT AREA	TYPE OF FUNDS	TAXABLE	TAX-EXEMPT	TOTAL
Downtown				
	Housing	\$2,692,834		\$2,692,834
North Sacramento				
	Housing		\$85,632	\$85,632
Oak Park				
	Housing		\$236,934	\$236,934
TOTAL		\$2,692,834	\$322,566	\$3,015,400

The proposed Master Agreements will serve as a framework for specific expenditures by category and will allow the transfer of all excess bond funds from RASA to the City for the commercial funds and from RASA to the Housing Authority for the residential funds. This transfer will occur upon approval and execution of the Master Agreements. The current Recognized Obligation Payment Schedule for the January – June 2016 period (known as the ROPS 15-16B period) includes these transfers. In order to comply with the bond covenants, the bond proceeds will be separately accounted for in segregated funds.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2016-

Adopted by

Redevelopment Agency Successor Agency

APPROVING THE MASTER EXCESS BOND EXPENDITURE AGREEMENT, AUTHORIZING TRANSFER OF THE EXCESS NON-HOUSING BOND PROCEEDS TO THE CITY OF SACRAMENTO, APPROVING THE MASTER EXCESS HOUSING BOND EXPENDITURE AGREEMENT, AUTHORIZING TRANSFER OF THE EXCESS HOUSING BOND PROCEEDS TO THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, AND CREATING CAPITAL IMPROVEMENT PROJECTS FOR EACH BOND ISSUANCE

BACKGROUND

- A. The Redevelopment Agency Successor Agency (“RASA”) was formed pursuant to AB 1x 26 (the “Dissolution Law”) to wind down the affairs of the Redevelopment Agency of the City of Sacramento (“Agency”).
- B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received its Finding of Completion to allocate excess bond proceeds to other entities to undertake redevelopment activities in compliance with the bond covenants, subject to approval of the Oversight Board..
- C. RASA received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance (DOF) on September 20, 2013. The Oversight Board and DOF have approved RASA’s allocation of excess bond proceeds for various projects that had been planned to be financed by the Agency in accordance with the redevelopment plans and their implementation plans for the redevelopment project areas.
- D. RASA has \$11,665,699 in remaining excess non-housing bond proceeds and \$3,015,400 in excess housing bond proceeds which are required to be invested in capital improvement projects in accordance with the bond covenants.
- E. RASA has succeeded to the authority, rights, powers, duties and obligations of the Agency, subject the limitations imposed by the Dissolution Law which prohibits RASA from undertaking redevelopment projects. Health and Safety Code Section 33220(e) authorizes a local public agency to enter into an agreement with a successor agency to implement the Agency’s obligations with regard to investment of the bond proceeds for projects.

- F. RASA desires to transfer all of the Agency's excess non-housing bond proceeds to the City of Sacramento and the Agency's excess housing bond proceeds to the Housing Authority as the Housing Successor to use for projects consistent with the redevelopment purposes and the bond covenants and the Agency's priorities and goals as set forth in the redevelopment plans and implementation plans. RASA has prepared the Master Excess Bond Proceeds Expenditure Agreement and the Master Excess Housing Bond Expenditure Agreement to establish the limits on use of the excess bond proceeds to comply with the Agency plans and the bond covenants.
- G. The City is willing to accept the excess non-housing bond proceeds from RASA and to undertake redevelopment activities and in accordance with the Master Excess Bond Proceeds Expenditure Agreement.
- H. The Housing Authority is willing to accept the excess housing bond proceeds from RASA and to undertake redevelopment activities and in accordance with the Master Excess Housing Bond Proceeds Expenditure Agreement.
- I. On August 17, 2015 the Oversight Board for RASA by Resolution 2015-0014 approved the Master Excess Bond Proceeds Expenditure Agreement and the Master Excess Housing Bond Proceeds Expenditure Agreement, and the transfer of the excess bond funds to the City of Sacramento and the Housing Authority.
- J. On October 6, 2015, the State Department of Finance approved the Oversight Board action.
- K. These fund transfers were included in the Recognized Obligation Payment Schedule for January – June 2016 (ROPS 15-16B) which was approved by the Oversight Board on September 15, 2015 by Resolution 2015-0015 and by the State Department of Finance on November 12, 2015.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY RESOLVES AS FOLLOWS:

- Section 1. The Master Excess Bond Proceeds Expenditure Agreement between RASA and the City of Sacramento attached as Exhibit A is hereby approved and the City Manager is authorized to execute the Master Agreement on behalf of RASA.
- Section 2. The Master Excess Housing Bond Proceeds Expenditure Agreement (Master Housing Agreement) between RASA and the Housing Authority of the City of Sacramento as Housing Successor attached as Exhibit B is hereby approved and the City Manager is authorized to execute the Master Housing Agreement on behalf of RASA.
- Section 3. The transfer of \$11,665,699 (and any additional interest accruing until time of transfer) in excess redevelopment bond funds to the City is approved.

Section 4. The transfer of \$3,015,400 (and any additional interest accruing until time of transfer) in excess redevelopment housing bond funds to the Housing Authority of the City of Sacramento as Housing Successor is approved.

Table of Contents:

Exhibit A. Master Excess Bond Proceeds Expenditure Agreement

Exhibit B. Master Excess Housing Bond Proceeds Expenditure Agreement

MASTER EXCESS BOND PROCEEDS EXPENDITURE AGREEMENT

Regarding Allocation of Agency Bond Funds

Background

- A. On January 31, 2012, the City of Sacramento ("City") elected to serve as the successor to the Redevelopment Agency of the City of Sacramento ("Agency") for the Agency's non-housing assets and liabilities pursuant to the provisions of AB 1x 26 (Chapter 5, Statutes of 2011). The Agency was dissolved as of February 1, 2012, and all of its non-housing assets were transferred to the City in its capacity as the Redevelopment Agency Successor Agency (RASA).
- B. Under AB 1484 (Chapter 16, Statutes of 2012; Health and Safety Code section 34173(g)), the dissolution law was clarified to provide that RASA is a separate legal entity from the City. Also, AB 1484 provided that the Agency's bond fund assets can be expended in a manner consistent with the bonds covenants after compliance with certain requirements. On September 20, 2013, RASA received its Finding of Completion from the State Department of Finance (DOF) and is now able to allocate the Agency's unencumbered bond funds in a manner consistent with the bond covenants.
- C. AB 1484 (Health and Safety Code section 34180(b)) requires approval of the Oversight Board for RASA to allocate the Agency bond funds in a manner consistent with the bond covenants and the payment of these bond funds must be included on a Recognized Obligations Payment Schedule (ROPS) as an excess bond proceeds obligation that is subject to approval by both the Oversight Board and DOF.
- D. On August 17, 2015, the Oversight Board for RASA approved the Excess Bond Expenditure Plan, the form of this Master Excess Bond Expenditure Agreement, and allocation of all of the unallocated excess non-housing bonds funds to the City of Sacramento pursuant to Health and Safety Code section 34191.4(c). On October 6, 2015, DOF approved that Oversight Board action. Prior to the Effective Date (defined below), the City Council, acting as the board of directors for RASA and the City of Sacramento, approved the transfer of the unallocated excess non-housing bonds for projects as set forth in the Excess Bond Expenditure Plan and authorized RASA and the City to enter into this Master Excess Bond Proceeds Expenditure Agreement ("Agreement").

Agreement

NOW, THEREFORE, RASA and the City agree as follows:

1. The "Effective Date" of this Agreement is as follows:

Effective Date:	_____, 2016
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2. RASA and City hereby agree that RASA will transfer to the City the Agency bond funds in the amount as set out below, and City will use the funds to design and construct the projects, consistent with the bond covenants pursuant to Health and Safety Code section 34191.4(c), and subject to the terms and conditions set out in this Agreement:

Source and Amount of Funds:	<p>2006 65h Street Taxable - \$1,103,452 2003 Alkali Flat Tax Exempt TABS – \$386,255 2006 Army Depot TA – \$97,270 2006 Army Depot Tax Exempt - \$310,018 1999 CIRB Del Paso Heights Tax Exempt Bonds - \$151,597 1999 Master Lease Del Paso Heights Tax Exempt Bonds - \$68,315 2003 Del Paso Heights Tax Exempt Tax Allocation Bonds - \$200,870 2006 TARB Del Paso Heights CIP Tax Exempt Bonds - \$153,710 2006 TARB Del Paso Heights Taxable Bonds - \$717,213 2003 N. Sacramento Tax Exempt Tax Allocation Bonds - \$639,438 2006 N. Sacramento Tax Exempt Bonds - \$6,230 1999 CIRB Oak Park Tax Exempt - \$23,650 2005 TAB Oak Park CIP Taxable - \$1,770,610 2005 TAB Oak Park CIP Tax Exempt - \$3,305,472 2006 River District Taxable Bonds - \$1,450,067 2002 Master Lease Stockton Blvd Tax Exempt Bonds - \$1,281,532</p> <p>TOTAL - \$11,665,699*</p> <p>*The actual transfer will include any additional interest income earned on the bond fund balances.</p>
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Project Description:	See Attachment A for the Excess Bond Expenditure Plan
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Project Areas:	65 th , Alkali Flat, Army Depot, Del Paso Heights, North Sacramento, River District, and Stockton Boulevard
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3. RASA shall transfer to the City the Agency bond funds as defined in Section 2, above, in the amount and in accordance with the ROPS 15-16B, by no later than June 30, 2016. City shall use these funds to implement the projects in accordance with the attached Excess Bond Expenditure Plan.
4. The excess bond proceeds and the interest income received shall be invested in projects as outlined in the Excess Bond Expenditure Plan and shall be used for purposes consistent with the bond covenants and for a redevelopment purpose within the applicable redevelopment project area in accordance with the redevelopment plan and its implementation plan.
5. Neither RASA, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold RASA harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with RASA's funding of work undertaken by City pursuant to this Agreement.
6. This Agreement shall terminate upon the completion of the expenditure of the excess bond proceeds.

The Parties have entered into this Agreement as of the Effective Date.

CITY OF SACRAMENTO

REDEVELOPMENT AGENCY SUCCESSOR AGENCY

By:

By:

John S. Shirey, City Manager

John S. Shirey, City Manager

Approved as to Form:

Approved as to Form:

Senior Deputy City Attorney

Senior Deputy City Attorney

Attest:

Attest:

Assistant City Clerk

Assistant City Clerk

ATTACHMENT A

EXCESS BOND EXPENDITURE PLAN
"SPENDING PLAN"

65TH STREET

AMOUNT

Source and Use Summary

Sources:	2006 65th Street Taxable Bonds		\$1,103,452
		TOTAL	\$1,103,452

Uses:	Ramona Avenue Extension		\$1,103,452
		TOTAL	\$1,103,452

ALKALI FLAT

Source and Use Summary

Sources:	2003 Alkali Flat TE TABS		\$386,255
		TOTAL	\$386,255

Uses:	12th/North 12th Complete Streets		\$386,255
		TOTAL	\$386,255

ARMY DEPOT

Source and Use Summary

Sources:	2006 Army Depot Taxable Bonds		\$97,270
	2006 Army Depot Tax Exempt Bonds		\$310,018
		TOTAL	\$407,288

Uses:	14th Avenue Extension		\$407,288
		TOTAL	\$407,288

DEL PASO HEIGHTS REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	1999 CIRB Del Paso Heights Tax Exempt Bonds		\$151,597
	1999 Master Lease Del Paso Heights Tax Exempt Bonds		\$68,315
	2003 Del Paso Heights Tax Exempt TAB		\$200,870
	2006 TARB Del Paso Heights CIP Tax Exempt Bonds		\$153,710
	2006 TARB Del Paso Heights Taxable Bonds		\$717,213
		TOTAL	\$1,291,705

Uses:	Del Paso Heights Town Center Development and Commercial Development Assistance	TOTAL	\$1,291,705
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NORTH SACRAMENTO REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2003 North Sacramento Tax Exempt TAB	\$639,438
	2006 North Sacramento Tax Exempt Bonds	\$6,230
	TOTAL	\$645,668
Uses:	Del Paso Blvd. Commercial/Residential Development	\$645,668
	Assistance	
	TOTAL	\$645,668

OAK PARK REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	1999 CIRB Oak Park Tax Exempt	\$23,650
	2005 TAB Oak Park CIP Tax	\$1,770,610
	2005 TAB Oak Park CIP Tax Exempt	\$3,305,472
	TOTAL	\$5,099,732
Uses:	Development Assistance and Commercial Corridor Public Improvements	\$5,099,732
	TOTAL	\$5,099,732

RIVER DISTRICT REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2006 River District Taxable Bonds	\$1,450,067
	TOTAL	\$1,450,067
Uses:	River District Public Improvements	\$1,350,067
	12th/ North 12th Street Complete Street Project	\$100,000
	TOTAL	\$1,450,067

STOCKTON REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2002 Master Lease Stockton TE Bonds	\$1,281,532
	TOTAL	\$1,281,532
Uses:	Stockton Boulevard Development Assistance	\$1,281,532
	TOTAL	\$1,281,532

TOTAL EXCESS BOND FUNDS IN PLAN \$11,665,699

MASTER EXCESS HOUSING BOND PROCEEDS EXPENDITURE AGREEMENT

Regarding Allocation of Agency Housing Bond Funds

Background

- A. On January 31, 2012, the City of Sacramento ("City") elected to serve as the successor to the Redevelopment Agency of the City of Sacramento ("Agency") for the Agency's non-housing assets and liabilities pursuant to the provisions of AB 1x 26 (Chapter 5, Statutes of 2011). The Agency was dissolved as of February 1, 2012, and all of its non-housing assets were transferred to the City in its capacity as the Redevelopment Agency Successor Agency (RASA). All of the housing assets were transferred to the Housing Authority which is the Housing Successor to the housing functions and assets of the former redevelopment agency. However, RASA still holds housing bond proceeds.
- B. Under AB 1484 (Chapter 16, Statutes of 2012; Health and Safety Code section 34173(g)), the dissolution law was clarified to provide that RASA is a separate legal entity from the City. Also, AB 1484 provided that the Agency's bond fund assets can be expended in a manner consistent with the bonds covenants after compliance with certain requirements. On September 20, 2013, RASA received its Finding of Completion from the State Department of Finance (DOF) and is now able to allocate the Agency's unencumbered bond funds in a manner consistent with the bond covenants.
- C. AB 1484 (Health and Safety Code section 34180(b)) requires approval of the Oversight Board for RASA to allocate the Agency bond funds in a manner consistent with the bond covenants and the payment of these bond funds must be included on a Recognized Obligations Payment Schedule (ROPS) as an excess bond proceeds obligation that is subject to approval by both the Oversight Board and DOF.
- D. On August 17, 2015, the Oversight Board for RASA approved the Excess Bond Expenditure Plan, the form of this Master Excess Housing Bond Proceeds Expenditure Agreement, and allocation of all of the unallocated excess housing bonds funds to the Housing Authority of the City of Sacramento pursuant to Health and Safety Code section 34191.4(c). On October 6, 2015, DOF approved that Oversight Board action. Prior to the Effective Date (defined below), the City Council, acting as the board of directors for RASA and the Housing Authority acting as the Housing Successor, approved the transfer of the unallocated excess housing bonds for projects as set forth in the Excess Housing Bond Expenditure Plan and authorized RASA and the Housing Successor Agency to enter into this Master Excess Housing Bond Proceeds Expenditure Agreement ("Agreement").

Agreement

NOW, THEREFORE, RASA and the Housing Authority of the City of Sacramento ("HACS") agree as follows:

1. The "Effective Date" of this Agreement is as follows:

Effective Date:	_____, 2016
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2. RASA and HACS hereby agree that RASA will transfer to the HACS the Agency housing bond funds in the amount as set out below, and HACS will use the funds to design and construct projects, consistent with the bond covenants pursuant to Health and Safety Code section 34191.4(c), and subject to the terms and conditions set out in this Agreement:

Source and Amount of Funds:	1999 CIRB Oak Park Taxable LM - \$236,934 2002 CIRB Downtown Tax Allocation Bonds Taxable LM - \$60,479 2005 TAB Downtown Taxable LM - \$2,626,544 2005 TAB Downtown Taxable LM - \$5,811 2003 N. Sacramento Tax Exempt Tax Allocation Bonds - \$85,632 TOTAL - \$3,015,400
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Project Description:	See Attachment A for the Excess Bond Expenditure Plan
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Project Areas:	Merged Downtown, North Sacramento, Oak Park
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3. RASA shall transfer to the HACS the Agency bond funds as defined in Section 2, above, in the amount and in accordance with the ROPS 15-16B, by no later than June 30, 2016. HACS shall use these funds to implement the low/moderate income housing projects in accordance with the attached Excess Bond Expenditure Plan.
4. The excess bond proceeds and the interest income received from the bond funds shall be invested in projects as outlined in the Excess Bond Expenditure Plan and shall be used for purposes consistent with the bond covenants and for a redevelopment purpose within the applicable redevelopment project area in accordance with the redevelopment plan and its implementation plan. The funds are not to be used for administrative expenses.
5. Neither RASA, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by HACS under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, HACS shall fully indemnify, defend and hold RASA harmless from any liability imposed for injury to persons or property occurring

by reason of anything done or omitted to be done by HACS under or in connection with RASA's funding of work undertaken by HACS pursuant to this Agreement.

- 6. This Agreement shall terminate upon the completion of the expenditure of the excess bond proceeds.

The Parties have entered into this Agreement as of the Effective Date.

REDEVELOPMENT AGENCY SUCCESSOR AGENCY

HOUSING AUTHORITY OF THE CITY OF
SACRAMENTO AS THE HOUSING SUCCESSOR

By:

By:

John S. Shirey, City Manager

LaShelle Dozier, Executive Director

Approved as to Form:

Approved as to Form:

Senior Deputy City Attorney

Senior Deputy City Attorney

Attest:

Attest:

Assistant City Clerk

Assistant City Clerk

EXHIBIT A

EXCESS HOUSING BOND EXPENDITURE "SPENDING PLAN"

MERGED DOWNTOWN

Source and Use Summary

Sources:	2005 Merged DT Taxable TAB - Low/Mod	\$2,626,544
	2002 CIRB Merged DT Taxable Bonds - Low-Mod	\$60,479
	2005 DT TAB Taxable - Low/Mod	\$5,811
	TOTAL	\$2,692,834
Uses:	Downtown Low-Mod Residential Project Assistance	\$2,692,834
	TOTAL	\$2,692,834

NORTH SACRAMENTO REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2003 North Sacramento Tax Exempt TABS	\$85,632
	TOTAL	\$85,632
Uses:	Low-Mod Residential Development Assistance	\$85,632
	TOTAL	\$85,632

OAK PARK REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	1999 CIRB Oak Park Taxable - Low-Mod	\$236,934
	TOTAL	\$236,934
Uses:	Low-Mod Residential Development Assistance	\$236,934
	TOTAL	\$236,934

TOTAL EXCESS HOUSING BOND FUNDS IN PLAN \$3,015,400

RESOLUTION NO. 2016-

Adopted by

City Council of the City of Sacramento

APPROVING THE MASTER EXCESS BOND PROCEEDS EXPENDITURE AGREEMENT, ACCEPTING THE TRANSFER OF THE EXCESS NON-HOUSING BOND PROCEEDS, AND CREATING CAPITAL IMPROVEMENT PROJECTS FOR EACH BOND ISSUANCE

BACKGROUND

- A. The Redevelopment Agency Successor Agency (“RASA”) was formed pursuant to AB 1X 26 (the “Dissolution Law”) to wind down the affairs of the Redevelopment Agency of the City of Sacramento (“Agency”).
- B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received its Finding of Completion to allocate excess bond proceeds to other entities to undertake redevelopment projects in compliance with the bond covenants, subject to approval of the Oversight Board.
- C. RASA received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance (DOF) on September 20, 2013. The Oversight Board and DOF have approved RASA’s allocation of excess bond proceeds for various projects that had been planned to be financed by the Agency in accordance with the redevelopment plans and their implementation plans for the redevelopment project areas.
- D. RASA has \$11,665,699 in remaining excess non-housing bond proceeds which are required to be invested in capital improvement projects in accordance with the bond covenants.
- E. RASA has succeeded to the authority, rights, powers, duties and obligations of the Agency, subject the limitations imposed by the Dissolution Law which prohibits RASA from undertaking redevelopment projects. Health and Safety Code Section 33220(e) authorizes a local public agency to enter into an agreement with a successor agency to implement the Agency’s obligations with regard to investment of the bond proceeds for projects.
- F. RASA desires to transfer all of the Agency’s excess non-housing bond proceeds to the City of Sacramento to use for projects consistent with the redevelopment purposes and the bond covenants and the Agency’s priorities and goals as set forth

in the redevelopment plans and implementation plans. RASA has prepared the Master Excess Bond Proceeds Expenditure Agreement to establish the limits on use of the excess bond proceeds to comply with the Agency plans and the bond covenants.

- G. The City is willing to accept the excess non-housing bond proceeds from RASA and to undertake redevelopment activities and in accordance with the Excess Bond Proceeds Expenditure Agreement.
- H. On August 17, 2015 the Oversight Board for RASA by Resolution 2015-0014 approved the Master Excess Bond Proceeds Expenditure Agreement and the transfer of the excess bond funds to the City of Sacramento.
- I. On October 6, 2015, the State Department of Finance approved the Oversight Board action.
- J. These fund transfers were included in the Recognized Obligation Payment Schedule for January – June 2016 (ROPS 15-16B) which was approved by the Oversight Board on September 15, 2015 by Resolution 2015-0015 and by the State Department of Finance on November 12, 2015.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Master Excess Bond Proceeds Expenditure Agreement between RASA and the City of Sacramento, attached as Exhibit A, is hereby approved and the City Manager or his designee is authorized to execute the Master Agreement.
- Section 2. An acceptance of the transfer of \$11,665,699 (and any additional interest accruing until time of transfer) in excess redevelopment bond funds to the City is approved.
- Section 3. Capital Improvement Project Funds for each bond issuance are authorized to be established.
- Section 4. Redevelopment bond funds that were previously allocated to the Lowell Street Sidewalk Project (T15036300) and 14th Avenue Extension (T15098600) in the Innovation and Growth Fund (2031) by Resolution #2015-0064 are authorized to be transferred to the City's new 2006 Army Depot Taxable and Tax-exempt Fund.
- Section 5. Redevelopment bond funds that were previously allocated to the Powerhouse Science Center (E18000400) from the Externally Funded Projects Fund (2703) are authorized to be transferred to the City's new 2006 River District Taxable Fund.

Section 6. A new 2002 Master Lease Downtown Tax-Exempt/2005 TAB Downtown CIP Tax Exempt and 2005 TAB Downtown CIP Taxable Fund is created to receive the transfer of redevelopment bond funds previously allocated to Cesar Chavez Plaza Park Improvements (L19207100).

Table of Contents:

Exhibit A. Master Excess Bond Proceeds Expenditure Agreement

MASTER EXCESS BOND PROCEEDS EXPENDITURE AGREEMENT

Regarding Allocation of Agency Bond Funds

Background

- A. On January 31, 2012, the City of Sacramento ("City") elected to serve as the successor to the Redevelopment Agency of the City of Sacramento ("Agency") for the Agency's non-housing assets and liabilities pursuant to the provisions of AB 1x 26 (Chapter 5, Statutes of 2011). The Agency was dissolved as of February 1, 2012, and all of its non-housing assets were transferred to the City in its capacity as the Redevelopment Agency Successor Agency (RASA).
- B. Under AB 1484 (Chapter 16, Statutes of 2012; Health and Safety Code section 34173(g)), the dissolution law was clarified to provide that RASA is a separate legal entity from the City. Also, AB 1484 provided that the Agency's bond fund assets can be expended in a manner consistent with the bonds covenants after compliance with certain requirements. On September 20, 2013, RASA received its Finding of Completion from the State Department of Finance (DOF) and is now able to allocate the Agency's unencumbered bond funds in a manner consistent with the bond covenants.
- C. AB 1484 (Health and Safety Code section 34180(b)) requires approval of the Oversight Board for RASA to allocate the Agency bond funds in a manner consistent with the bond covenants and the payment of these bond funds must be included on a Recognized Obligations Payment Schedule (ROPS) as an excess bond proceeds obligation that is subject to approval by both the Oversight Board and DOF.
- D. On August 17, 2015, the Oversight Board for RASA approved the Excess Bond Expenditure Plan, the form of this Master Excess Bond Proceeds Expenditure Agreement, and allocation of all of the unallocated excess non-housing bonds funds to the City of Sacramento pursuant to Health and Safety Code section 34191.4(c). On October 6, 2015, DOF approved that Oversight Board action. Prior to the Effective Date (defined below), the City Council, acting as the board of directors for RASA and the City of Sacramento, approved the transfer of the unallocated excess non-housing bonds for projects as set forth in the Excess Bond Expenditure Plan and authorized RASA and the City to enter into this Master Excess Bond Proceeds Expenditure Agreement ("Agreement").

Agreement

NOW, THEREFORE, RASA and the City agree as follows:

1. The "Effective Date" of this Agreement is as follows:

Effective Date:	_____, 2016
------------------------	-------------

2. RASA and City hereby agree that RASA will transfer to the City the Agency bond funds in the amount as set out below, and City will use the funds to design and construct the projects, consistent with the bond covenants pursuant to Health and Safety Code section 34191.4(c), and subject to the terms and conditions set out in this Agreement:

Source and Amount of Funds:	2006 65h Street Taxable - \$1,103,452 2003 Alkali Flat Tax Exempt TABS – \$386,255 2006 Army Depot TA – \$97,270 2006 Army Depot Tax Exempt - \$310,018 1999 CIRB Del Paso Heights Tax Exempt Bonds - \$151,597 1999 Master Lease Del Paso Heights Tax Exempt Bonds - \$68,315 2003 Del Paso Heights Tax Exempt Tax Allocation Bonds - \$200,870 2006 TARB Del Paso Heights CIP Tax Exempt Bonds - \$153,710 2006 TARB Del Paso Heights Taxable Bonds - \$717,213 2003 N. Sacramento Tax Exempt Tax Allocation Bonds - \$639,438 2006 N. Sacramento Tax Exempt Bonds - \$6,230 1999 CIRB Oak Park Tax Exempt - \$23,650 2005 TAB Oak Park CIP Taxable - \$1,770,610 2005 TAB Oak Park CIP Tax Exempt - \$3,305,472 2006 River District Taxable Bonds - \$1,450,067 2002 Master Lease Stockton Blvd Tax Exempt Bonds - \$1,281,532 TOTAL - \$11,665,699* *The actual transfer will include any additional interest income earned on the bond fund balances.
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Project Description:	See Attachment A for the Excess Bond Expenditure Plan
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Project Areas:	65 th , Alkali Flat, Army Depot, Del Paso Heights, North Sacramento, River District, Stockton Boulevard
-----------------------	--

3. RASA shall transfer to the City the Agency bond funds as defined in Section 2, above, in the amount and in accordance with the ROPS 15-16B, by no later than June 30, 2016. City shall use these funds to implement the projects in accordance with the attached Excess Bond Expenditure Plan.
4. The excess bond proceeds and the interest income received shall be invested in projects as outlined in the Excess Bond Expenditure Plan and shall be used for purposes consistent with the bond covenants and for a redevelopment purpose within the applicable redevelopment project area in accordance with the redevelopment plan and its implementation plan.
5. Neither RASA, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold RASA harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with RASA's funding of work undertaken by City pursuant to this Agreement.
6. This Agreement shall terminate upon the completion of the expenditure of the excess bond proceeds.

The Parties have entered into this Agreement as of the Effective Date.

CITY OF SACRAMENTO

REDEVELOPMENT AGENCY SUCCESSOR AGENCY

By:

By:

John S. Shirey, City Manager

John S. Shirey, City Manager

Approved as to Form:

Approved as to Form:

Senior Deputy City Attorney

Senior Deputy City Attorney

Attest:

Attest:

Assistant City Clerk

Assistant City Clerk

ATTACHMENT A

EXCESS BOND EXPENDITURE PLAN
"SPENDING PLAN"

65TH STREET

AMOUNT

Source and Use Summary

Sources:	2006 65th Street Taxable Bonds		\$1,103,452
		TOTAL	\$1,103,452

Uses:	Ramona Avenue Extension		\$1,103,452
		TOTAL	\$1,103,452

ALKALI FLAT

Source and Use Summary

Sources:	2003 Alkali Flat TE TABS		\$386,255
		TOTAL	\$386,255

Uses:	12th/North 12th Complete Streets		\$386,255
		TOTAL	\$386,255

ARMY DEPOT

Source and Use Summary

Sources:	2006 Army Depot Taxable Bonds		\$97,270
	2006 Army Depot Tax Exempt Bonds		\$310,018
		TOTAL	\$407,288

Uses:	14th Avenue Extension		\$407,288
		TOTAL	\$407,288

DEL PASO HEIGHTS REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	1999 CIRB Del Paso Heights Tax Exempt Bonds		\$151,597
	1999 Master Lease Del Paso Heights Tax Exempt Bonds		\$68,315
	2003 Del Paso Heights Tax Exempt TAB		\$200,870
	2006 TARB Del Paso Heights CIP Tax Exempt Bonds		\$153,710
	2006 TARB Del Paso Heights Taxable Bonds		\$717,213
		TOTAL	\$1,291,705

Uses:	Del Paso Heights Town Center Development and Commercial Development Assistance	TOTAL	\$1,291,705
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NORTH SACRAMENTO REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2003 North Sacramento Tax Exempt TAB	\$639,438
	2006 North Sacramento Tax Exempt Bonds	\$6,230
	TOTAL	\$645,668
Uses:	Del Paso Blvd. Commercial/Residential Development Assistance	\$645,668
	TOTAL	\$645,668

OAK PARK REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	1999 CIRB Oak Park Tax Exempt	\$23,650
	2005 TAB Oak Park CIP Tax	\$1,770,610
	2005 TAB Oak Park CIP Tax Exempt	\$3,305,472
	TOTAL	\$5,099,732
Uses:	Development Assistance and Commercial Corridor Public Improvements	\$5,099,732
	TOTAL	\$5,099,732

RIVER DISTRICT REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2006 River District Taxable Bonds	\$1,450,067
	TOTAL	\$1,450,067
Uses:	River District Public Improvements	\$1,350,067
	12th/ North 12th Street Complete Street Project	\$100,000
	TOTAL	\$1,450,067

STOCKTON REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2002 Master Lease Stockton TE Bonds	\$1,281,532
	TOTAL	\$1,281,532
Uses:	Stockton Boulevard Development Assistance	\$1,281,532
	TOTAL	\$1,281,532

TOTAL EXCESS BOND FUNDS IN PLAN \$11,665,699

RESOLUTION NO. 2016-

Adopted by

Housing Authority of the City of Sacramento

APPROVING THE MASTER EXCESS HOUSING BOND PROCEEDS EXPENDITURE AGREEMENT AND ACCEPTING THE TRANSFER OF THE EXCESS HOUSING BOND PROCEEDS

BACKGROUND

- A. The Redevelopment Agency Successor Agency (“RASA”) was formed pursuant to AB 1X 26 (the “Dissolution Law”) to wind down the affairs of the Redevelopment Agency of the City of Sacramento (“Agency”).
- B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received its Finding of Completion to allocate excess bond proceeds to other entities to undertake for purposes for which the bonds were sold in compliance with the bond covenants, subject to approval of the Oversight Board.
- C. RASA received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance (DOF) on September 20, 2013. The Oversight Board and DOF have approved allocation of excess bond proceeds for various projects that had been planned to be financed by the Agency in accordance with the redevelopment plans and their implementation plans for the redevelopment project areas.
- D. RASA has \$3,015,400 in excess housing bond proceeds which are required to be invested in capital improvement projects in accordance with the bond covenants.
- E. RASA has succeeded to the authority, rights, powers, duties and obligations of the Agency, subject the limitations imposed by the Dissolution Law which prohibits RASA from undertaking redevelopment projects. Health and Safety Code Section 33220(e) authorizes a local public agency to enter into an agreement with a successor agency to implement the Agency’s obligations with regard to investment of the bond proceeds for projects.
- F. RASA desires to transfer all of the Agency’s housing bond proceeds to the Housing Authority as the Housing Successor to use for projects consistent with the redevelopment purposes and the bond covenants and the Agency’s priorities and goals as set forth in the redevelopment plans and implementation plans. RASA has prepared the Master Excess Housing Bond Proceeds Expenditure Agreement to

establish the limits on use of the excess bond proceeds to comply with the Agency plans and the bond covenants.

- G. The Housing Authority is willing to accept the excess housing bond proceeds from RASA and to undertake redevelopment activities and in accordance with the Excess Bond Expenditure Plan.
- H. On August 17, 2015 the Oversight Board for RASA by Resolution 2015-0014 approved the Master Excess Housing Bond Expenditure Agreement, and the transfer of the excess housing bond funds to the Housing Authority.
- I. On October 6, 2015, the State Department of Finance approved the Oversight Board action.
- J. These transfers were included in the Recognized Obligation Payment Schedule for January – June 2016 (ROPS 15-16B) which was approved by the Oversight Board on September 15, 2015 by Resolution 2015-0015 and by the State Department of Finance on November 12, 2015.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY AS HOUSING SUCCESSOR RESOLVES AS FOLLOWS:

Section 1. The Master Excess Housing Bond Proceeds Expenditure Agreement between RASA and the Housing Authority of the City of Sacramento as Housing Successor attached as Exhibit A is hereby approved and the Executive Director is authorized to execute the Master Agreement

Section 2. The acceptance of the transfer of \$3,015,400 (and any additional interest accruing until time of transfer) in excess redevelopment housing bond funds to the Housing Authority is approved.

Table of Contents:

Exhibit A. Master Excess Housing Bond Expenditure Agreement

MASTER EXCESS HOUSING BOND PROCEEDS EXPENDITURE AGREEMENT

Regarding Allocation of Agency Housing Bond Funds

Background

- A. On January 31, 2012, the City of Sacramento ("City") elected to serve as the successor to the Redevelopment Agency of the City of Sacramento ("Agency") for the Agency's non-housing assets and liabilities pursuant to the provisions of AB 1x 26 (Chapter 5, Statutes of 2011). The Agency was dissolved as of February 1, 2012, and all of its non-housing assets were transferred to the City in its capacity as the Redevelopment Agency Successor Agency (RASA). All of the housing assets were transferred to the Housing Authority which is the Housing Successor to the housing functions and assets of the former redevelopment agency. However, RASA still holds housing bond proceeds.
- B. Under AB 1484 (Chapter 16, Statutes of 2012; Health and Safety Code section 34173(g)), the dissolution law was clarified to provide that RASA is a separate legal entity from the City. Also, AB 1484 provided that the Agency's bond fund assets can be expended in a manner consistent with the bonds covenants after compliance with certain requirements. On September 20, 2013, RASA received its Finding of Completion from the State Department of Finance (DOF) and is now able to allocate the Agency's unencumbered bond funds in a manner consistent with the bond covenants.
- C. AB 1484 (Health and Safety Code section 34180(b)) requires approval of the Oversight Board for RASA to allocate the Agency bond funds in a manner consistent with the bond covenants and the payment of these bond funds must be included on a Recognized Obligations Payment Schedule (ROPS) as an excess bond proceeds obligation that is subject to approval by both the Oversight Board and DOF.
- D. On August 17, 2015, the Oversight Board for RASA approved the Excess Bond Expenditure Plan, the form of this Master Excess Bond Proceeds Expenditure Agreement, and allocation of all of the unallocated excess housing bonds funds to the Housing Authority of the City of Sacramento pursuant to Health and Safety Code section 34191.4(c). On October 6, 2015, DOF approved that Oversight Board action. Prior to the Effective Date (defined below), the City Council, acting as the board of directors for RASA and the Housing Authority acting as the Housing Successor, approved the transfer of the unallocated excess housing bonds for projects as set forth in the Excess Housing Bond Expenditure Plan and authorized RASA and the Housing Successor Agency City to enter into this Master Excess Housing Bond Proceeds Expenditure Agreement ("Agreement").

Agreement

NOW, THEREFORE, RASA and the Housing Authority of the City of Sacramento ("HACS") agree as follows:

1. The "Effective Date" of this Agreement is as follows:

Effective Date:	_____, 2016
------------------------	-------------

2. RASA and HACS hereby agree that RASA will transfer to the HACS the Agency housing bond funds in the amount as set out below, and HACS will use the funds to design and construct projects, consistent with the bond covenants pursuant to Health and Safety Code section 34191.4(c), and subject to the terms and conditions set out in this Agreement:

Source and Amount of Funds:	1999 CIRB Oak Park Taxable LM - \$236,934 2002 CIRB Downtown Tax Allocation Bonds Taxable LM - \$60,479 2005 TAB Downtown Taxable LM - \$2,626,544 2005 TAB Downtown Taxable LM - \$5,811 2003 N. Sacramento Tax Exempt Tax Allocation Bonds - \$85,632 TOTAL - \$3,015,400
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Project Description:	See Attachment A for the Excess Bond Expenditure Plan
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Project Areas:	Merged Downtown, North Sacramento, Oak Park
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3. RASA shall transfer to the HACS the Agency bond funds as defined in Section 2, above, in the amount and in accordance with the ROPS 15-16B, by no later than June 30, 2016. HACS shall use these funds to implement the low/moderate income housing projects in accordance with the attached Excess Bond Expenditure Plan.
4. The excess bond proceeds and the interest income received from the bond funds shall be invested in projects as outlined in the Excess Bond Expenditure Plan and shall be used for purposes consistent with the bond covenants and for a redevelopment purpose within the applicable redevelopment project area in accordance with the redevelopment plan and its implementation plan. The funds are not to be used for administrative expenses.
5. Neither RASA, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by HACS under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, HACS shall fully indemnify,

defend and hold RASA harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by HACS under or in connection with RASA's funding of work undertaken by HACS pursuant to this Agreement.

- 6. This Agreement shall terminate upon the completion of the expenditure of the excess bond proceeds.

The Parties have entered into this Agreement as of the Effective Date.

REDEVELOPMENT AGENCY SUCCESSOR AGENCY

HOUSING AUTHORITY OF THE CITY OF
SACRAMENTO AS THE HOUSING SUCCESSOR

By:

By:

John S. Shirey, City Manager

LaShelle Dozier, Executive Director

Approved as to Form:

Approved as to Form:

Senior Deputy City Attorney

Senior Deputy City Attorney

Attest:

Attest:

Assistant City Clerk

Assistant City Clerk

ATTACHMENT A

EXCESS HOUSING BOND EXPENDITURE "SPENDING PLAN"

MERGED DOWNTOWN

Source and Use Summary

Sources:	2005 Merged DT Taxable TAB - Low/Mod	\$2,626,544
	2002 CIRB Merged DT Taxable Bonds - Low-Mod	\$60,479
	2005 DT TAB Taxable - Low/Mod	\$5,811
	TOTAL	\$2,692,834
Uses:	Downtown Low-Mod Residential Project Assistance	\$2,692,834
	TOTAL	\$2,692,834

NORTH SACRAMENTO REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	2003 North Sacramento Tax Exempt TABS	\$85,632
	TOTAL	\$85,632
Uses:	Low-Mod Residential Development Assistance	\$85,632
	TOTAL	\$85,632

OAK PARK REDEVELOPMENT PROJECT AREA

Source and Use Summary

Sources:	1999 CIRB Oak Park Taxable - Low-Mod	\$236,934
	TOTAL	\$236,934
Uses:	Low-Mod Residential Development Assistance	\$236,934
	TOTAL	\$236,934

TOTAL EXCESS HOUSING BOND FUNDS IN PLAN \$3,015,400

Meeting Date: 3/8/2016

Report Type: Review

Report ID: 2016-00285

Title: (Agreement/Contract for Review) Contract: Scott X3 Self Contained Breathing Apparatus (SCBA) for the Sacramento Fire Department

Location: Citywide

Recommendation: Accept and publish for review a Motion to award a contract through December 31, 2017, with the possibility of two (2) one-year extension periods under the same terms and conditions, if agreed upon by both parties to Municipal Emergency Services (MES) for the purchase of Scott X3 Self Contained Breathing Apparatus (SCBA) Air Paks, Cylinders, Epic 3 Voice Amplifiers and AV3000HT Face pieces in a total amount not to exceed \$2,887,325; and continue to March 15, 2016 for approval.

Contact: Ronald Potter, Assistant Chief, (916) 808-2250, Fire Department

Presenter: Christopher Costamagna, Deputy Fire Chief, (916) 808-1604, Fire Department

Department: Fire

Division: Logistics

Dept ID: 12001461

Attachments:

1-Description/Analysis

2-Bid Results SCBA

3-Municipal Emergency Services Bid/Contract

City Attorney Review

Approved as to Form

Gary Lindsey

2/26/2016 3:04:39 PM

Approvals/Acknowledgements

Department Director or Designee: Walter W. White - 2/18/2016 9:01:57 AM

Description/Analysis

Issue Detail: Sacramento Fire Department (SFD) is required to provide firefighters with personal protective equipment (PPE) which includes Self Contained Breathing Apparatus (SCBA) which are required by the Federal Occupational Safety and Health Administration (OSHA). Firefighters rely on their PPE to operate effectively and reduce risk of injury or death. SCBAs are a vital piece of PPE that allows firefighters to enter hazardous atmospheres to affect rescues, combat fire, and mitigate other hazardous conditions. The current inventory of SCBA has reached the end of its life cycle and the final pieces will become outdated and obsolete by the end of 2016.

Policy Considerations: This recommendation is consistent with City requirements for competitive bidding as detailed in Sacramento City Code 3.56.

Economic Impacts: None.

Environmental Considerations: Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials which are not made for purposes of a public construction project, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA). CEQA Guidelines, Sections 15061(b)(3), 15378(b)(2).

Sustainability: There are no sustainability considerations applicable to awarding the contract for the purchase of Self Contained Breathing Apparatus (SCBA) packs and individual SCBA pieces.

Commission/Committee Action: None.

Rationale for Recommendation: In January 2016, an Invitation for Bid (B16121461003) for the purchase of Scott Air Pak X3 SCBA Units, Scott Cylinders 5500psi, Scott Epic 3 Voice Amplifiers, and Scott AV3000HT face pieces, was issued and advertised for a period of four weeks. Vendors were allowed to bid on any/or all SCBA items listed which their company could supply. Two vendors submitted bids. The bids were evaluated and it was determined that Municipal Emergency Services was the lowest overall responsible and responsive bidder. Staff recommends contract award to Municipal Emergency Services.

Financial Considerations: Funding has been budgeted for the SCBA purchases shown below:

Project #	Project Description	Fund	Est. Amount for FY 15/16
F12000500	Fire Safety Equipment	General Fund (1001)	\$1,441,000
I80120409	Fire Station 43 (New)	Measure U (F2401)	\$90,000
N/A	Fire Logistics	General Fund (1001)	\$72,000
Total			\$1,603,000

Purchases after FY 15/16 on this contract are subject to available approved funding. The initial Scott X3 SCBA bid was for \$2,655,347; which includes the SCBA additional accessories to be purchased. These items were bid as yearly estimates for the potential two(2), one(1) year extensions. During the calculation of the entire bid, the totals included the potential extensions to create the not to exceed contract amount of \$2,887,325.

Staff recommends that City Council award a contract through December 31, 2017, with the possibility of two (2) one-year extension periods under the same terms and conditions, if agreed upon by both parties.

Local Business Enterprise (LBE): Vendor Municipal Emergency Services (MES) is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than \$100,000 because of the limited number of local suppliers and subcontractors is generally not practical or financially beneficial to the City.

BID RESULTS

BID NO. B16121461003 – Purchase of Scotts X3 SCBA

	Scott Air Pak X3 SCBA	Scott Cylinder 5500 PSI	Scott Epic 3 Voice Amplifier	Scott AV3000HT (FacePiece)	Sales Tax (8.50%)	Actual Bid Total	Possible Bid Preferences and Discounts ¹	Bid Evaluation Total
AllStar Fire Equipment	\$2,712,500	\$100,000	\$36,000	\$24,500	\$244,205.00	\$3,117,205	<\$0>	\$3,117,205
Municipal Emergency Services (MEs)	\$2,271,325	\$110,000	\$39,000	\$27,000	\$208,022.63	\$2,655,347.63	<\$0>	\$2,655,347.63

Recommend Award of Contract To:

Municipal Emergency Services
 4343 Viewridge Ave, Suite A
 San Diego, CA 92123
 Contact: Bill Black
 (858) 243-4371



Requires Council Approval: No YES Meeting: 3/15/16

Real Estate Other Party Signature Needed Recording Requested

General Information

Table with 2 columns: General Information and Attachment/Doc Number. Rows include Type: Supplies, PO Type: Formal Bid-Commodity, Attachment: Original No., Original Doc Number, Other Party: Municipal Emergency Services, Certified Copies of Document: 1, Project Name: Scotts X3 SCBA Bid, Deed: [] None [] Included [] Separate, Project Number, Bid Transaction #: B16121461003, E/SBE-DBE-M/WBE:

Department Information

Department: Fire Division: Logistics
Project Mgr: Ronald Potter Supervisor: Christopher Costamagna
Contract Services: Allison Narramore Date: 12/4/15 Division Mgr: Christopher Costamagna
Phone Number: 916-808-8065 Org Number: 12001461
Comment:

Review and Signature Routing

Table with 3 columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting (ABD), Contract Services (ABD), Supervisor, Division Manager.

Table with 3 columns: City Attorney, Signature or Initial, Date. Row for City Attorney (AZ) dated 3/13/16.

Send Interoffice Mail Notify for Pick Up

Table with 3 columns: Authorization, Signature or Initial, Date. Row for Walt White, Department Director, City Mgr: yes [] No [x].

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

For City Clerk Processing
Finalized: Initial: [] Date: []
Imaged: Initial: [] Date: []
Received: (City Clerk Stamp Here) []

Invitation For Bid (IFB)
 and
 Contract Specifications
 for **Supplies** *(Formal)*

Bid Number:	B16121461003
Bid/Contract Title:	Scotts X3 SCBA

Bids must be received prior to **2:00 PM** on:

Wednesday	January 20, 2016	Late bids <i>will not</i> be accepted.
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Bids must be submitted to:

**OFFICE OF THE CITY CLERK
 5TH FLOOR PUBLIC COUNTER
 SACRAMENTO CITY HALL
 915 I STREET
 SACRAMENTO CA 95814-2613**

<p>Pre-bid conference and Q&A information</p> <p>See page 4</p>
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Bidder to complete the following information:

Bidder Name:	Municipal Emergency Services
Address:	4343 Viewridge Ave Suite A
City, State, ZIP code:	San Diego, CA 92123
Contact name:	Bill Black
Contact phone number:	858-243-4371
Contact email address:	bblack@mesfire.com

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. The return of a signed copy of this bid solicitation shall constitute a promise to supply in accordance with terms and conditions shown herein. **All bid submissions become public record.**

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About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 473,509. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of \$873 million and 4,157 full-time equivalent positions.

This Bid/Contract document was prepared by:

Name:	Allison Narramore	Title:	Administrative Analyst
Department:	Fire	Division:	Fiscal

I.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, aka "PlanetBids". The link to the site is:

<http://www.PlanetBids.com/portal/portal.cfm?CompanyID=15300>

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Vendors (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. **Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.**

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to insure continuity of supply. **The City's decision shall be final.**

20.) 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 and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor 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 Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor 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 Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the 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.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

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

25.) 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 these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

<http://www.qcode.us/codes/sacramento/>

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	Fire
Division:	Logistics
Contact name:	Christopher Costamagna
Contact phone number:	916-808-1604

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	01/08/2016	Time:	5:00PM
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Submit Questions via:

- The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

- Submit questions to:

anarramore@sfd.cityofsacramento.org

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

- No
- Yes, attendance is optional **-OR-** Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location name:	
Address:	
Bldg./Floor/Room:	
City:	

I.) Bid Instructions

29.) Bond Information

Bid bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(a)	%
Performance bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(b)	%

^(a) Pursuant to City Code section 3.56.150 and 3.56.190

^(b) Pursuant to City Code section 3.56.200

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.

Performance bond 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. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract*:	03/02/2016
<input type="checkbox"/> One-time purchase -OR- <input checked="" type="checkbox"/> Duration of Contract:	<i>("One-time purchase" = Contract expires upon final payment by the City)</i> Contract resulting from this solicitation shall be for an initial period from the date of award until December 31, 2017.
Contract renewal information:	Contract may be extended for an additional two one-year extension periods under the same terms and conditions, if agreed upon by both parties.

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 their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.

II.) Terms and Conditions

1.) CONTRACT: By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City department if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the City, the cause of delay justifies an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collects California State sales tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) BUSINESS OPERATIONS TAX CERTIFICATE (BOTC): The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue division.

9.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

10.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.

11.) CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The City's subsequent performance shall not be construed as either acceptance of additional and/or different Terms

and Conditions or a counteroffer by the Contractor, nor shall the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

12.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the Contractor.

13.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

14.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

15.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

16.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment status should be addressed to the City department as indicated in the "Bill To:" address.

17.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.

18.) SEVERABILITY: If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

19.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.

20.) GOVERNING LAW: This Contract 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 Contract 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 the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

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

III.) General Contract Conditions

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 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

III.) General Contract Conditions

both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

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

11. 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 City's 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.
- D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

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

III.) General Contract Conditions

Opportunity in Federal Employment”, as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

- B. **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
 - C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
 - D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
 - E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
 - F. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **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.
14. **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.
15. **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.
16. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
17. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.
18. **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

III.) General Contract Conditions

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.

19. **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. Q&A responses, if applicable
- E. Special Provisions.
- F. Bid Instructions and Requirements
- G. General Conditions
- H. Technical Specifications and/or Plans

IV.) Local Ordinances and Programs

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 shall be the responsible bidder whose bid price is the lowest after all bid price 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 in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

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

IV.) Local Ordinances and Programs

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

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

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

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

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

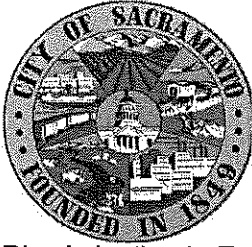
(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed Contract, and will be made available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

(b) The Contractor shall give each existing employee working 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."

IV.) Local Ordinances and Programs

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

IV.) Local Ordinances and Programs

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.

IV.) Local Ordinances and Programs

2.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

3.) SUSTAINABLE PURCHASING POLICY ("SPP")

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, UL EcoLogo, 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.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of \$50,000.00 on any single bid procurement bid preference.

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

V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. ***The sole exception is for delivery of supplies via a common carrier.***

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 Contract. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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 Contract.

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, arising out of activities performed by or on behalf of the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, its sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subContractors, 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 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.
- (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 in favor of the CITY. *If no work or services will be performed on or at CITY facilities or CITY Property, The CITY Representative may waive this requirement.*

b.) **Additional Insured Coverage**

- (1) **Commercial General Liability Insurance**: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subContractors; products and completed operations of CONTRACTOR, its sub-consultants, and subContractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and sub-Contractors.
- (2) **Automobile Liability Insurance**: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

V.) Insurance Requirements

c.) Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

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 the bid instructions. 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) For all insurance policy renewals during the term of this Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (To be provided by Ebix after Contract approval)
PO Box 257
Portland, MI 48875-0257

Insurance certificates may also be faxed to (770) 325-3340,

or emailed to: CertsOnly-Portland@ebix.com

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

f.) SubContractors

CONTRACTOR shall require and verify that all sub-consultants and subContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection a.), above.

VI.) Special Provisions

1. **Invoices:** All invoices under any resultant contract(s) shall be sent to City of Sacramento Fire Department at 5770 Freeport Blvd., Suite 200, Sacramento, CA 95822, Attn: Accounts Payable
2. **Billing:** Billing for issued stock will be submitted as orders are received.
3. **Billing Disputes:** Billing disputes will be addressed on an individual order and purchase basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the Contractor, the City will review all record and make a final determination and present its finding to the contractor.
4. **Payment Terms:** Payment Terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed for the date of delivery or completion and acceptance of materials, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City upon delivery and acceptance of goods and receipt of Contractor's invoice.
5. **Points of Contact:** Requests for supplies may be made by one or several organizational levels within the City of Sacramento Fire Department.
 - a. The City's point of contact for any resultant contract(s) is:
 - i. Ronald Potter, Assistant Chief
City of Sacramento Fire Department
Logistics Division
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822
Ph.: (916) 808-2250
Email: rpotter@sfd.cityofsacramento.org
6. **Authorities/Technical Direction:** The contractor shall take no direction from any City employee of any other person other than the Procurement Services Manager that changes the terms and conditions of the contract action, the Scope of Work, or any changes that impact the cost, price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contract will act upon those changes.
7. **Document Protection:** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received. The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.
8. **Quantities Unrestricted:** The City is not limited to purchase all of its requirements from any contract resulting from this request.
9. **Purchase Order:** A Purchase Order will be issued to the Contractor on behalf of the City organizations(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract(s). Each Purchase Order

VI.) Special Provisions

will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order will be issued.

- a. The purchase order does not supersede any provisions of the resulting contract(s).
Performance time and dates are determined solely by the contract and any modifications thereto.

10. **Cooperative Purchasing:** The use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions are specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
11. **Additional Services:** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
12. **Subcontracts and Assignments:** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due to the Contractor under this contract be made without the prior written consent of the City.

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

13. **Pricing:** Prices are fixed for the term of the contract. In the event a price decline, the benefit of such lower prices shall be immediately extended to the City. In addition, prices shall be all inclusive (freight, delivery, etc.) and remain fixed for the term of the contract. No additional fees or surcharges are allowed.
14. **Notification of Material Changes in Business:** Contractor agrees that if it experience any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leverage 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 conditions which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligation to the City.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

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

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

VI.) Special Provisions

16. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
17. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
- If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
 - No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degree, modify or otherwise affect the terms of this contract, including the requirements of the specifications.

18. **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 and program.

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 and program and requirements specified in the bid.

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

[http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable Purchasing Policy_SPP.ashx](http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx) or by contacting the Procurement Services Division at (916) 808-6240.

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

The City reserves the right to reject any and all bids or alternate bids as the best interest of the City may require. Consideration will be given in comparing bid(s) and in awarding a contract, not only to the amount of the bid but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. Time required for delivery is important and may influence the award.

VI.) Special Provisions

The recommended award to the lowest responsible bidder(s) under this bid will be required to go to Council for approval. The bid submitted by the Contractor and subsequent purchase order will be considered the contract for this purchase.

20. **Delivery.** Contractor will deliver upon request. Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the Sacramento City Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the Sacramento City Fire Department. Failure to do so may also provide cause to terminate any contract.
21. **Orders.** The successful vendor(s) shall keep an ample stock on hand to fulfill a request for orders within seven (7) business days of the request.

The vendor(s) shall fill an emergent order for certain boots within five (5) calendar days. An emergent order is defined as an order to fit a company or companies whose items were contaminated or destroyed beyond further use during the discharge of their duties.

The vendor(s) will assist in fitting any special orders. All special order items shall be available to the department within twenty (20) calendar days of receipt of the order. A special order is defined as an order to fit a size atypical of what the manufacturer usually produces or the vendor typically stocks.

22. **Discontinued Items.** In the event that the Sacramento Fire Department decides to discontinue the purchase of a specific item, they will notify the vendor(s) in writing thirty (30) calendar days prior to the last order being purchased. In the event the manufacturer discontinues an item, the Sacramento Fire Department has to be notified within ten (10) business days of item being discontinued. In the case the manufacturer discontinues any items and/or an item becomes no longer NFPA approved the supplier can recommend a substitution/equivalent. The cost of the substitution/equivalent shall not exceed the Price Schedule of original bid; if cost of the substitution/equivalent is lower than the original Price Schedule Sacramento Fire Department will pay lower amount.
23. **Performance Issues.** If there are repeated performance related issues, the Sacramento City Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.

VII.) Technical Specifications

It is the intention of the Sacramento City Fire Department to select vendors/manufacturers to provide our department with **Scotts X3 SCBA** equipment for our Firefighters. Contained within this invitation for bid (IFB) is a comprehensive list of **Scotts X3 SCBA** equipment which the Sacramento City Fire Department intends to purchase.

All appropriate models, style, and part numbers have been included. Be advised the Sacramento City Fire Department is **not** accepting any equivalents.

Vendors are welcome to bid on any and/or all of the products on the list which your company can supply. The basis for award will be unit price for each product on the list. All bids are due no later than **2pm on Wednesday, January 20, 2016.**

All bids must be submitted to the: Office of the City Clerk
5th Floor Public Counter
Sacramento City Hall
915 I Street
Sacramento, CA 95814-2613

The Sacramento City Fire Department reserves the right to reject any and all bids for failure to strictly adhere to the terms of the contract. Further, the Sacramento City Fire Department reserves the right to void any contract whereby the bid-awarded vendor fails to meet its contractual obligation for timely product delivery. Timely delivery is defined as 30 to 45 days from the receipt of an order. Shipments more than 10 business days late twice, within the contract period may provide cause for the Sacramento City Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the Sacramento City Fire Department Deputy Chief Christopher Costamagna. Failure to do so may also provide cause to terminate any contract.

As well, if there are repeated performance related issues, the Sacramento City Fire Department may terminate any contract and award the remainder of the contract to the next lowest responsible bidder.

For any inquiries, please contact Allison Narramore at (916) 808-8065.

Scotts X3 SCBA Specifications

Regulatory Approvals

- The SCBA shall be approved to NIOSH 42 CFR, part 84 for chemical, biological, radiological, and nuclear protection (CBRN).
- The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
- If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- All electronics components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E,F, and G, Hazardous locations.

VII.) Technical Specifications

Required Components

Face piece- Scotts AV3000HT

- The face piece shall meet the NFPA 1981, 2013 Edition Standards.
- The face piece shall have a large diameter inlet as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator.
- The face piece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the face piece.
- The full face piece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.
- The full face piece assembly shall be available in three sizes marked "S" for small, "M" for medium, and "L" for large.
- The face piece sizes shall be easily identifiable through a color-coding scheme.
- The face piece assembly, including head harness, shall be latex free.
- The face piece series shall have a face seal that is secured to the lens by a U-shaped channel frame that is retained to the lens using two fasteners.
- The face piece shall be reverse reflex design for enhanced fit and comfort.
- The face piece shall contain inhalation valves that are readily visible to enable quick visual inspections
- The lens shall be a single, replaceable, modified cone configuration constructed of a non-shatter type polycarbonate material.
- In accordance with NIOSH 42 CFR part 84, the face piece meets penetration and impact requirements, including compliance with ANSI Z87.1-2010.
- The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA-1981, for lens abrasion.
- The lens shall have internal anti-fog coating to reduce fogging of the lens.
- Multi-directional voice amplifiers shall be mounted on both sides of the face piece and ducted directly to an integral silicone nose cup to enhance voice transmission.
- The face piece assembly shall be able to incorporate multiple electronic communications options (amplifications, radio, interface, wireless, etc.) without affecting NIOSH approvals or NFPA approvals of NFPA/ CBRN approvals where applicable.
- The face piece shall enable the installation of communications bracket on either the right or the left side.
- The head harness shall be a five-point suspension made in the fashion of a net hood to minimize interference between securing the face piece and the wearer of the head protection, and be constructed of a para-aramid material for fire, first responder and CBRN applications.

Mask-Mounted Regulator- Scotts Air Pak X3

- The face piece-mounted positive pressure-breathing regulator shall supply and maintain air to the face piece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static.
- The breathing regulator shall maintain a positive pressure flow during flows of up to 500 standard liters per minute.
- The regulator also needs to meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.
- The breathing regulator shall have attached a low pressure hose which shall be threaded through the left shoulder strap to couple to the pressure-reducing regulator mounted on the back-frame.
- The regulator shall be available with a quick connect coupling in line for use with the optional outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose of a second unit in the event rescue is required.
- The quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions.
- The quick connect coupling shall not allow the air hose to be connected without the HUD connections.
- The coupling shall also be guarded against inadvertent disconnect during use of the equipment.

VII.) Technical Specifications

- The low-pressure hose shall be equipped with a swivel attachment at the face piece mounted regulator.
- The regulator shall connect to the face piece by way of a quarter (1/4) turn coupling.
- The user shall hear an audible sound when the regulator is attached correctly to the face piece.
- The regulator shall be equipped with a doughnut-shaped gasket which provides a seal against the mating surface of the face piece.
- The regulator cover shall be fabricated of a flame resistant, high impact plastic.
- This warning shall denote a switch from the primary reducing valve to back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
- A press-to-test valve shall be included to allow bench testing of the back-up reducing valve.
- The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicate elastomer.
- The pressure-reducing regulator shall have incorporated a resettable over-pressurization relief valve which shall prevent the attached low pressure hose and face piece-mounted breathing regulator from being subjected to high pressure.

Pressure Reducer with CGA Cylinder Connection- Scotts Air Pak X3 SCBA

- The pressure-reducing regulator shall be mounted at the waist on the back-frame and be coupled to the cylinder valve through a short length of internally armored high pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet.
- In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.
- The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the face piece-mounted breathing regulator.
- This warning shall denote a switch from the primary reducing valve to the back-up reducing whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
- A press-to-test valve shall be included to allow bench testing of the back-up reducing valve.
- The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicate elastomer.
- The pressure-reducing regulator shall have incorporated a re-sealable over-pressurization relief valve which shall prevent the attached low pressure hose and face piece-mounted breathing regulator from being subjected to high pressure.

End-of-Service Time Indicator (EOSTI) – Scotts Air Pak X3 SCBA

- The SCBA shall have two end-of-service time indicators (EOSTI). A tactile alarm and a Heads-Up Display (HUD).
- The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the face piece.
- The primary EOSTI shall be located in the face piece Mounted Positive Pressure Regulator.
- This alarm device shall indicate either low cylinder pressure (33%+5%-0%) or a malfunction of the primary pressure-reducing valve (first stage regulator).
- The HUD shall serve as the secondary EOSTI.
- The HUD shall be powered by the SCBA's single power supply.
- It shall be mounted in the user's field of vision on the face piece Mounted Positive Pressure Regulator.
- It shall be cylinder pressure in increments of at full bottle pressure, two green Light Emitting Diodes (LED) shall be illuminated.
- At three-quarter bottle pressure, one green LED shall be illuminated.
- At one-half bottle pressure, one "yellow" LED shall be illuminated and flash at a rate not to exceed one (1x) time per second.
- At one-third bottle pressure, one "red" LED shall be illuminated and flash at a rate not to exceed ten (10x) per second.
- The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.

VII.) Technical Specifications

Harness and back-frame Assembly- Scotts Air Pak X3 SCBA

- A lightweight, lumbar support style back-frame and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.
- The back-frame shall be solid, one-piece black powder coated aluminum alloy frame that is contoured to follow the shape of the user's back.
- It shall include a shroud to streamline hose and wire management by minimizing exposure of the low pressure hose and electronics molded cable.
- The back-frame shall include a mounting for the pressure reducer located at the waist.
- The back-frame shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double locking latch assembly to secure 45 minute cylinders.
- The harness assembly shall consist of one size black para-aramid strap with a yellow stripe.
- This harness shall include box-stitched construction with no screws or bolts.
- The harness assembly shall incorporate parachute-type, quick release buckles and shall include shoulder and hip pads.
- The harness shall include a seat-belt waist attachment.
- The shoulder strap shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency situation to drag a downed firefighter to safety.
- The shoulder strap shall be attached to the back-frame by way of a single, articulating metal bracket to allow for optimal shoulder movement.
- The mounting area shall permit installation of a distress alarm sensor module in an area between the pressure reducer and the back-frame.

Rapid Intervention Crew/ Universal Air Connection (RIC/UAC)- Scotts Air Pak X3 SCBA

- The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2013 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.
- The RIC/UAC shall be an integral part of the pressure reducer and protected by the back-frame.
- The RIC/UAC inlet connection shall be within 4" (4-inches) of the tip of the CGA threads of the cylinder valve.
- The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA.
- The self-resetting relief valve shall be color-coded to identify pressure rating of the SCBA.
- The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.

Scotts 5500 psi Cylinder

- The cylinder threads shall be straight with an O-ring or quad-ring gasket type seal.
- The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing glands nuts are required.
- It shall contain an upper and lower seat that the pressure will seal the stem and the upper seat, thus preventing leakage past the stem.
- No adjustment shall be necessary during the life of the valve.
- If the SCBA is equipped with a CGA cylinder connection, the cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection number 346 for breathing air for 2216 and CGA 347 for 4500 and 5500 systems.
- Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting "lock open service" or "non-lock open service"; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; and 5) an angled outlet.
- The SCBA shall maintain all NIOSH and NFPA standards with the carbon-wrapped cylinder provide by the SCBA manufacturer.

VII.) Technical Specifications

Scotts 5500 psi Carbon-Wrapped Cylinder

- The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with working pressures of 2216, 4500, or 5500psi.
- The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass, and epoxy resin.
- The cylinder shall be available in an approved 30-year life design as defined by the DOT Special Permit 14232.

Personal Alert Safety Systems- Scotts Air Pak X3 SCBA

- The PASS device shall be compliant to the NFPA 1982, 2013 Edition Standard on Personal Alert Safety Systems.
- Operations of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.
- The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in pre-alarm mode.
- The system shall operate from a single power source containing six "AA" batteries.
- The battery life of the SCBA with PASS only shall be no less than 200 hours.
- The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
- The PASS system shall be upgradeable to include a 2.4 Ghz. integrated locator system.
- The PASS system shall be upgradeable to include a 2.4 Ghz. integrated SCBA air/ PASS (telemetry) management system.
- The PASS Device shall contain two components: a Console and a Sensor Module.
- When the PASS device goes into pre-alarm, the user shall be notified through a distinct light pattern in the HUD display.

Console- Scotts Air Pak X3 SCBA

- The console shall be located on the user's right shoulder harness.
- The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicators.
- The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.
- The visual indicators on the back-frame mounted sensor module shall flash green during normal operation.
- The visual indicators shall flash red when the device is in pre-alarm and full-alarm.
- The visual indicators shall flash a combination of red, green and white when the SCBA has reached one-third (1/3) bottle pressure.

Emergency Breathing Support System "Buddy Breathing"- Scotts Air Pak X3 SCBA

- The Dual Emergency Breathing Support System (EBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2013 Edition.
- The Dual EBSS shall have one of each of the following requirements; 1) a manifold with one each of a female socket and male plug, both of which have check valves; 2) 40" minimum low-pressure hose; 3) a pouch for storing the hose; and 4) a dust cap for the female socket and male plug.
- The Dual EBSS shall be positioned on the wearer's right side and shall be capable of allowing for six feet of hose between like systems.
- The manifold shall be made of aluminum and be anodized black.
- The female socket and male plug shall have spacing, no less than 15 degrees off-center.
- The female socket shall have a double action to disengage, noted as "push-in/pull-back".
- The female socket shall have an internal check valve.
- The male plug shall have an external check valve.

VII.) Technical Specifications

- The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.
- The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36" of hose.
- The pouch shall be attached to the SCBA by snap fasteners.
- The Dual EBSS shall have provision for connection of a supplied airline for extended duration use while reserving the cylinder supply for egress.
- The Dual EBSS shall connect to a supplied airline using an extended duration airline adapter.
- The extended duration airline shall have a female quick connect fitting on one end to connect to the Dual EBSS.
- The extended duration airline adapter shall have a male quick connect fitting on one end to connect to a supplied airline. The adapter shall be able to accommodate Hansen, Foster Hansen HK, or Schrader.
- The extended duration airline adapter shall have a check valve to prevent the accidental loss of air when the adapter is disconnected from the supplied airline.

Scotts Epic 3 - Electronic Voice Amplifier

- The respirator shall have a face piece-mounted voice amplification device to electronically project the user's voice.
- The voice amplification device shall be mounted to the face piece by means of a bracket that is secured around the voice amplifiers of the face piece.
- The device shall contain a bayonet-style mounting fixture that enables the user to insert the voice amplifier into the bracket and secure it with a quarter-turn counter-clockwise when it shall lock into place.
- The device shall contain a thumb latch to permit removal when it is pressed and the device is rotated a quarter-turn clockwise.
- The thumb latch shall contain a captive screw that enables the user to prevent removal.
- The device shall weigh no more than 7 ounces and its size shall not exceed the following dimensions: Length: 3.5"; width: 2"; depth: 1.75".
- The device shall be able to be upgraded to a voice amplifier, radio interface, and stand-alone radio communications system that all resided in a single housing with a single power source.
- The device shall contain a momentary on/off switch with a tactile indication and audible click when depressed.
- The switch shall be covered with a sheath made of a silicone material.
- The device shall contain an LED which illuminates green when the device is activated and flashes once per second when a low battery condition (approximately 10% of battery life remaining) is present.
- The device shall provide audible tones to indicate that the system has been energized, de-energized, and to provide a low battery indication.
- The device shall be powered by three AAA alkaline batteries, which shall provide no less than 50 hours of continuous operation with fully-charged batteries.
- The batteries shall be contained in a gasket sealed compartment secured in place by means of a fastener.
- The door of the battery compartment shall be user-replaceable.
- The device shall contain an automatic shutdown function that de-energizes the voice amplifier approximately 20 minutes after the last time the user speaks.
- Designed to conserve battery life when a user forgets to turn off the voice amplifier, the voice amplifier shall be reactivated after shutdown by pressing the on/off switch.
- The microphone shall be located on the surface of the bayonet mounting fixture and voice projection shall be facilitated by means of a circular gasket that seals the device to the communications mounting bracket
- The amplifier shall contain a custom speaker designed for pushing sound through background noises commonly found at emergency events.
- The device shall not feedback for longer than one second when worn in Level A HazMat suits.
- The device shall be able to provide a minimum STI score of .65, even though NFPA minimum requirement is .60.
- The voice amplifier, when attached to a face piece, shall be able to withstand a 30 minute tumble test.

VII.) Technical Specifications

- A single voice amplifier shall be able to withstand eight, six foot drops, once on each side and two on edges.
- The voice amplifier shall be able to withstand a 30 minute tumble test not attached to the face piece.

Warranty-

- The unit shall be covered by a warranty providing protection against defects in materials or workmanship.
- This warranty shall be for a period of 10 years on the SCBA, except for the pressure reducer, which shall be covered for 15 years.
- Electronic components shall be warranted for 5 years.

VIII.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

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.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

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?

NO **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

3.) Local Business Enterprise (LBE) program preference / participation

This is NOT APPLICABLE since the anticipated amount of the bid/contract is to be \$100,000.00 or greater.

VIII.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

NO (Net 30 days) **YES**

If yes: The discount is _____% -- or-- \$_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

NO **YES**

If yes: The discount offered for EFT is _____%.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

- N/A**, no Q&A was posted.
- YES**, the last Q&A set number reviewed was number _____.

7.) Addenda are acknowledged and incorporated in the bid response

- N/A**, no addenda were posted.
- YES**, the last addendum received was number _____.

VIII.) Items Requiring Bidder's Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the Section IV.) Insurance Requirements within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) **GENERAL LIABILITY:** No general liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

BB (CONTRACTOR initials)

b.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier."

BB (CONTRACTOR initials)

c.) **WORKERS, COMPENSATION:** No Worker's Compensation insurance shall be required if the 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."

BB (CONTRACTOR initials)

d.) **WORKERS, COMPENSATION:** No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

BB (CONTRACTOR initials)

10.) Bid bond

N/A, no bid bond is required for this IFB.

YES, a bid bond is required and has been submitted with this bid response.

VIII.) Items Requiring Bidder's Response

11.) DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: **Municipal Emergency Services**

Address: **4343 Viewridge Ave Suite A San Diego, CA 92123**

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


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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

VIII.) Items Requiring Bidder's Response

- 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:	<i>Bill Black</i> 		
Printed Name:	Bill Black		
Title:	Western Region Sales VP	Date:	January 18, 2016

VIII.) Items Requiring Bidder's Response

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

For furnishing the City of Sacramento with Scotts X3 SCBA as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantity for item one (1) is an estimate for the total life of the contract and items two through four (2-4) are an annual as needed estimate for the contract. Vendor 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.

Price per unit should be all-inclusive to include freight, sizing, delivery, handling or any other charges necessary for commodity delivery. No additional costs will be allowed.

<u>Item #</u>	<u>Description</u>	<u>Est. Contract Qty</u>	<u>Price Per Unit</u>	<u>Extension Total</u>
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1	Scotts Air Pak X3 SCBA Unit	350	\$ <u>6489.50</u>	\$ <u>2,271,325.00</u>
	<ul style="list-style-type: none"> • Scotts AV3000 HT Face piece • Scotts Mask-Mounted Regulator • End-of-Service Time Indicator (EOSTI) • Harness and Back-Frame Assembly • Rapid Intervention Crew/ Universal Air Connection • 2 Cylinder Bottles 5500 PSI • Epic 3 Voice Amplifier • Carbon Wrapped 5500 PSI • Personal Alert Safety System • Console • Emergency Breathing Support System- "Buddy Breathing" 			

<u>Item #</u>	<u>Description</u>	<u>Est. Annual Qty</u>	<u>Price Per Unit</u>	<u>Extension Total</u>
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2	Scotts Cylinder 5500 psi	100	\$ <u>1100.00</u>	\$ <u>110,000.00</u>
3	Scotts Epic 3 Voice Amplifier	100	\$ <u>390.00</u>	\$ <u>39,000.00</u>
4	Scotts AV3000HT (Face Piece)	100	\$ <u>270.00</u>	\$ <u>27,000.00</u>

Subtotal	\$ <u>2,447,325.00</u>
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Tax 8.5%	\$ <u>208,022.63</u>
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Grand Total	\$ <u>2,655,347.63</u>
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Bid Award will be based on the lowest responsible bidder for each item listed above. This bid could result in multiple awards.

VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) 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; 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 sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are 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:	Municipal Emergency Services		
Address:	4343 Viewridge Ave Suite A		
City / State / ZIP:	San Diego, CA 92123		
Phone:	858-715-4639	Fax:	858-505-9947
Email address:	bblack@mesfire.com		
Fed. Tax ID #:	65-1051374	State Tax ID #:	101-350841
City of Sacramento Business Operations Tax Certificate #:		1014286	
Type of Business Entity (Check one):	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation
	<input type="checkbox"/> Limited Liability Co	<input type="checkbox"/> Other (specify): _____	

By:

Signature:	<i>Bill Black</i> 		
Printed Name:	Bill Black		
Title:	Western Region Sales VP	Date:	January 18, 2016

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected.

IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on December 23, 2015

Bid Bond Required: No; [] Yes - Amount: \$ _____

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

Or [] Surety Bond

City Clerk

CONTRACT AWARD

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

Specify: Scott X3 SCBA Paks, Scott SCBA Cylinders, Scott SCBA Epic 3 voice amplifiers and Scott AV3000HT Face Pieces

Contract Not-to-Exceed Amount: \$ 2,887,325.00

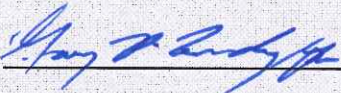
Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:



City Attorney

City Manager
(Or Authorized Designee)

City Clerk