



APPROVED
BY THE CITY COUNCIL

JUL 26 1988

OFFICE OF THE
CITY CLERK

10

DEPARTMENT OF
GENERAL SERVICES

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

July 14, 1988
PS:Admin:FM:SA:bb

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

916-449-5548

DIVISIONS:

COMMUNICATIONS
FACILITY MANAGEMENT
FLEET MANAGEMENT
PROCUREMENT SERVICES

City Council
Sacramento, California

CITY MANAGER'S OFFICE

RECEIVED

JUL 19 1988

Honorable Members In Session:

SUBJECT: Recommendation to Adopt Specifications

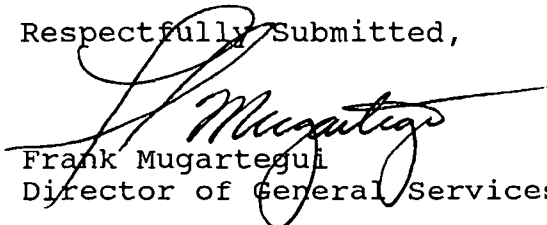
SUMMARY

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

RECOMMENDATION

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

Respectfully Submitted,


Frank Mugartegui
Director of General Services

Recommendation Approved:



Walter J. Slipe
City Manager

July 26, 1988
All Districts

City Council

-2-

July 26, 1988

<u>Bid No.</u>	<u>Description</u>	<u>Estimated Cost</u>	<u>Bid Date</u>
1255	Pest Control Services at various locations	\$20,000.00	August 16, 1988
1257	2 Each - Trailer Mounted Brush Chippers being purchased by Fleet Management for use by the Tree Division	\$32,000.00	August 16, 1988
1258	Various quantities and types of light fixtures for use by the Facility Management Division	\$41,000.00	August 16, 1988

10



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: PEST CONTROL SERVICES

APPROVED
BY THE CITY COUNCIL

JUL 26 1988

OFFICE OF THE
CITY CLERK

PROPOSAL NO. 1255

Proposals Must Be Received
Prior To 10:30 A.M.

ON: AUGUST 16, 1988

AT: City Clerk's Office
915 I Street, Room 300
Sacramento, CA 95814

Pre-Bid Conference: AUGUST 4, 1988, 9:00 A.M.
FACILITY MANAGEMENT DIVISION
CITY CORPORATION YARD
5730 24TH STREET, BDLG. 1
SACRAMENTO, CA 95822

* VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 *
* ADDITIONAL COPIES OF THIS BID INCLUDING ALL REQUIRED ATTACHMENTS *
* FOR EACH COPY TO THE CITY CLERK ON THE DATE AND AT THE TIME AND *
* LOCATION SPECIFIED ABOVE. *

NAME OF VENDOR SUBMITTING THIS BID _____

IMPORTANT
BID
INSTRUCTIONS

VENDORS ARE REQUIRED TO SUBMIT ADDITIONAL COPIES OF THIS BID. FAILURE TO DO SO WILL CAUSE YOUR BID TO BE REJECTED. SEE BID COVER SHEET FOR SPECIFIC INSTRUCTIONS.

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY
HALL PRIOR TO 10:30 A.M. ON
AUGUST 16, 1988

BID NO. 1255

FOR: PEST CONTROL SERVICES

Name of Bidder _____ Telephone _____

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

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and/or finish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title

Signature

(Address (if different than above business address))

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount _____

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

City Clerk/Purchasing Manager

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid Is In Legal Form Unless

the Following Instructions Are Fully Complied With

1. Bid must be submitted on this printed form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by surety bond or in a form approved by the City Attorney.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. If equipment is bid, it is to be newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.
11. Faithful Performance Bond. The successful bidder will will not be required to submit a faithful performance bond in a form approved by the City Attorney, in the amount of _____.
12. Cash Discounts. Cash Discounts offered for payment in less than Twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
13. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 I Street, 2nd Floor, Sacramento, -CA, at 10:30 A.M., AUGUST 16, 1988.
(Bids must be submitted prior to 10:30 A.M.)
14. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids, as it may deem proper. The time for awarding a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.02)

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

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

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

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

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

My name is _____
(Please Print)

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

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

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

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

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

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

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

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

Executed on _____, at _____.

(Signature)

(Title)

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

PROGRAM STATEMENT

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

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

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

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

3. For certification as a Disadvantaged Business Enterprise contact:

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

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

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

Certification No. _____

Certified By: _____

Expiration Date: _____

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

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

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

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento Pest Control Services at various locations in accordance with the following provisions and specifications.

Contract Period

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

Contract Extension

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

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

The following City facilities will require pest control service. Each facility is to receive general service, which is to include, but not necessarily limited to, the eradication of ants, fleas, mites, mice, rats, roaches and spiders. Special requirements relating to the City Zoo and Fairytale Town are indicated in Exhibit B.

PRICING SCHEDULE

<u>Item No.</u>	<u>Description & Location</u>	<u>Unit Price</u>	<u>Annual Price</u>
001	Hagginwood Community Center 3271 Marysville Blvd.	\$ _____ per month x 12 =	\$ _____
002	Coloma Community Center 4623 T Street	\$ _____ per month x 12 =	\$ _____
003	Argonaut Community Center 1400 Dickson Street	\$ _____ per month x 12 =	\$ _____
004	Robertson Community Center 3525 Norwood Avenue	\$ _____ per month x 12 =	\$ _____
005	Oak Park Community Center 3425 Sacramento Blvd.	\$ _____ per month x 12 =	\$ _____
006	Sims Community Center 6207 Logan Street	\$ _____ per month x 12 =	\$ _____

007	Convention Center 1100 14th Street	\$ _____	per month x 12 = \$ _____
	A. Food Preparation & Storage Area	\$ _____	semi-monthly x 24 = \$ _____
	B. Memorial Auditorium	\$ _____	per month x 12 = \$ _____
008	Hall of Justice 813 - 6th Street		
	A. Basement	\$ _____	per month x 12 = \$ _____
	B. All Other Floors	\$ _____	semi-monthly x 24 = \$ _____
009	Police Annex Building except property areas 915 I Street	\$ _____	semi-monthly x 24 = \$ _____
010	Property Area 625 H Street	\$ _____	per month x 12 = \$ _____
011	Property Warehouse 501 I Street	\$ _____	per month x 12 = \$ _____
012	Policy Supply Building 631 H Street	\$ _____	per month x 12 = \$ _____
013	Police Gymnasium Rear 625 N Street	\$ _____	semi-monthly x 24 = \$ _____
014	Communication Center 111 Bercut Richards Drive	\$ _____	per month x 12 = \$ _____
015	City Zoo (See Exhibit B) William Land Park	\$ _____	per month x 12 = \$ _____
016	City Zoo Concession William Land Park	\$ _____	semi-monthly x 24 = \$ _____
017	Fairytale Town (See Exhibit B) 1501 Sutterville Rd.	\$ _____	per month x 12 = \$ _____
018	City Corporation Yard 5730 24th Street	\$ _____	per month x 12 = \$ _____
019	Central Library 828 I Street	\$ _____	per month x 12 = \$ _____
020	Crocker Art Gallery 216 O Street	\$ _____	per month x 12 = \$ _____

021	Animal Control 2127 Front Street	\$ _____	semi-monthly x 24	= \$ _____
022	City Hall 915 I Street	\$ _____	per month x 12	= \$ _____
023	Boat Harbor 2701 Harbor View Drive	\$ _____	quarterly x 4	= \$ _____
024	Haggin Oaks Golf Course 3645 Fulton Avenue	\$ _____	per month x 12	= \$ _____
025	Bing Maloney Golf Course 6801 Freeport Blvd.	\$ _____	per month x 12	= \$ _____
026	William Land Golf Course Sutterville Rd. & 17th Ave.	\$ _____	per month x 12	= \$ _____
027	Scofield Building 1401 K Street	\$ _____	per month x 12	= \$ _____
028	Coolidge Community Center 5699 South Land Park Dr.	\$ _____	per month x 12	= \$ _____
029	Senior Citizen Center 915 27th Street	\$ _____	per month x 12	= \$ _____
030	Fire Station - Engine No. 1 624 Q Street	\$ _____	per month x 12	= \$ _____
031	Fire Station - Engine No. 2 1229 I Street	\$ _____	per month x 12	= \$ _____
032	Fire Station - Engine No. 3 7208 West Elkhorn Blvd.	\$ _____	per month x 12	= \$ _____
033	Fire Station - Engine No. 4 3145 Granada Way	\$ _____	per month x 12	= \$ _____
034	Fire Station - Engine No. 5 731 Broadway	\$ _____	per month x 12	= \$ _____
035	Fire Station - Engine No. 6 3301 Sacramento Blvd.	\$ _____	per month x 12	= \$ _____
036	Fire Station - Engine No. 7 6500 Wyndham Drive	\$ _____	per month x 12	= \$ _____
037	Fire Station - Engine No. 8 5990 H Street	\$ _____	per month x 12	= \$ _____

- 038 Fire Station - Engine No. 9 \$ _____ per month x 12 = \$ _____
5801 Florin-Perkins Road
- 039 Fire Station - Engine No. 10 \$ _____ per month x 12 = \$ _____
5642 66th Street
- 040 Fire Station - Engine No. 11 \$ _____ per month x 12 = \$ _____
785 Florin Road
- 041 Fire Station - Engine No. 12 \$ _____ per month x 12 = \$ _____
4500 24th Street
- 042 Fire Station - Engine No. 13 \$ _____ per month x 12 = \$ _____
1100 43rd Avenue
- 043 Fire Station - Engine No. 14 \$ _____ per month x 12 = \$ _____
1341 North C Street
- 044 Fire Station - Engine No. 15 \$ _____ per month x 12 = \$ _____
1591 Newborough
- 045 Fire Station - Engine No. 16 \$ _____ per month x 12 = \$ _____
7363 24th Street
- 046 Fire Station - Engine No. 17 \$ _____ per month x 12 = \$ _____
1311 Bell Avenue
- 047 Fire Station - Engine No. 18 \$ _____ per month x 12 = \$ _____
746 N. Market Blvd.
- 048 Fire Station - Engine No. 19 \$ _____ per month x 12 = \$ _____
1700 Challenge Way
- 049 Fire Station - Engine No. 20 \$ _____ per month x 12 = \$ _____
300 Arden Way
- 050 Fire Station - Engine No. 21 \$ _____ per month x 12 = \$ _____
3301 Julliard Drive
- 051 13th & I Building \$ _____ per month x 12 = \$ _____
1231 I Street
- 052 Evelyn Moore Community \$ _____ per month x 12 = \$ _____
& Teen Center
1400 Dickson Street
- 053 Garden & Arts Center \$ _____ per month x 12 = \$ _____
3316 McKinley Blvd.

TOTAL BID PRICE \$ _____

Total Charge Per Year

The price bid as the total charge per month/year for each area listed above shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit.

Payment Discount

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

Award

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

Conference (Pre-Bid)

As a prospective bidder, you are required to attend a pre-bid showing to be held at 9:00 A.M., August 4, 1988. Please report to Facility Management Division, City Corporation Yard, 5730 24th Street, Sacramento, CA 95822.

Continued Use of Facilities

The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit his personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, will be performed at no additional expense to the City.

Contract Intent

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

Payment and Invoicing

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

Dismissal of Unsatisfactory Employees

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

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

Funding (Availability)

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

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

Insurance Provisions :

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

Protection of Existing Facilities

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

Qualification of Bidders

All bidders must submit, with their bid, a list of similar contracts which they have performed or are currently performing. Please include the company name, address, telephone number, contract dates and the name of a contact person.

Site Visit

All interested bidders are urged to visit the areas where the services are to be performed and familiarize themselves with all conditions that may affect the time or cost of performance. Failure to ascertain such conditions shall not be the basis of any subsequent claim or contract modification.

Bid Inquiries

Questions regarding this bid should be referred to:

Procurement Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5551

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

BIDDER'S NAME: _____

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

INSURANCE PROVISIONS

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

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

3. Insurance.

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

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

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

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

INSURANCE PROVISIONS-- Continued

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

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

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

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

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

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

EXHIBIT A
GENERAL PROVISIONS FOR
PEST CONTROL SERVICES

1. The City reserves the right to add or delete locations according to its needs. Additional locations shall be quoted on the same cost basis as other locations. The City is not limited to purchasing all of its requirements from any contract resulting from this request.
2. All work performed under this bid shall be performed under the rules and regulations of the Structural Pest Control Act in effect at the time of performance.
3. All materials and workmanship shall be first class in every respect. All work shall be subject to general supervision and satisfaction of the City representative in charge who may exercise such control of the work as is required to safeguard the interests of the City.
4. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and take all precautions required by applicable regulations of the State Department of Industrial Relations and O.S.H.A.
5. The Contractor shall be licensed by the State of California Structural Pest Control Board and shall possess a valid structural pest control operator's license in the proper branch for service being performed. Persons employed by the contractor to perform pest control services on this contract shall either be licensed by the same board and possess a field representative's license in the proper branch or be under the direct on-site supervision of an employee holding a valid field representative's license in the proper branch.
6. It is incumbent upon the contractor and those in its employ to be aware of the injurious nature of any pesticide used and to insure proper safeguards in the application of those pesticides. It is the responsibility of the contractor to secure any necessary use permits or licenses required for the use of any pesticides and to abide by any conditions set forth in those permits or licenses.
7. In addition to regularly scheduled service as called for in the contract, the contractor shall be required to make any reasonable interim calls necessary to control pests covered by the contract. These interim calls are to be at no additional cost to the City.

8. The date and time of regularly scheduled service shall, in advance of service, be as agreed upon between the contractor and the individual building manager/supervisor or, if none, the City Service Contract Inspector. Service reports must be submitted to City Service Contract Inspector when service is performed.
9. Whenever, in the opinion of the City, the said service is not satisfactory, the contractor shall be advised of the reasons. If the contractor fails to correct the unsatisfactory conditions within ten days, the City Purchasing Agency may declare this contract terminated and contract with another services supplier. It shall be understood and agreed that the contract may be terminated by either party to the contract upon thirty days notice in writing. In the event of unresolvable differences of service to be performed, the City may call upon the State of California Structural Pest Control Board for clarification.

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately.

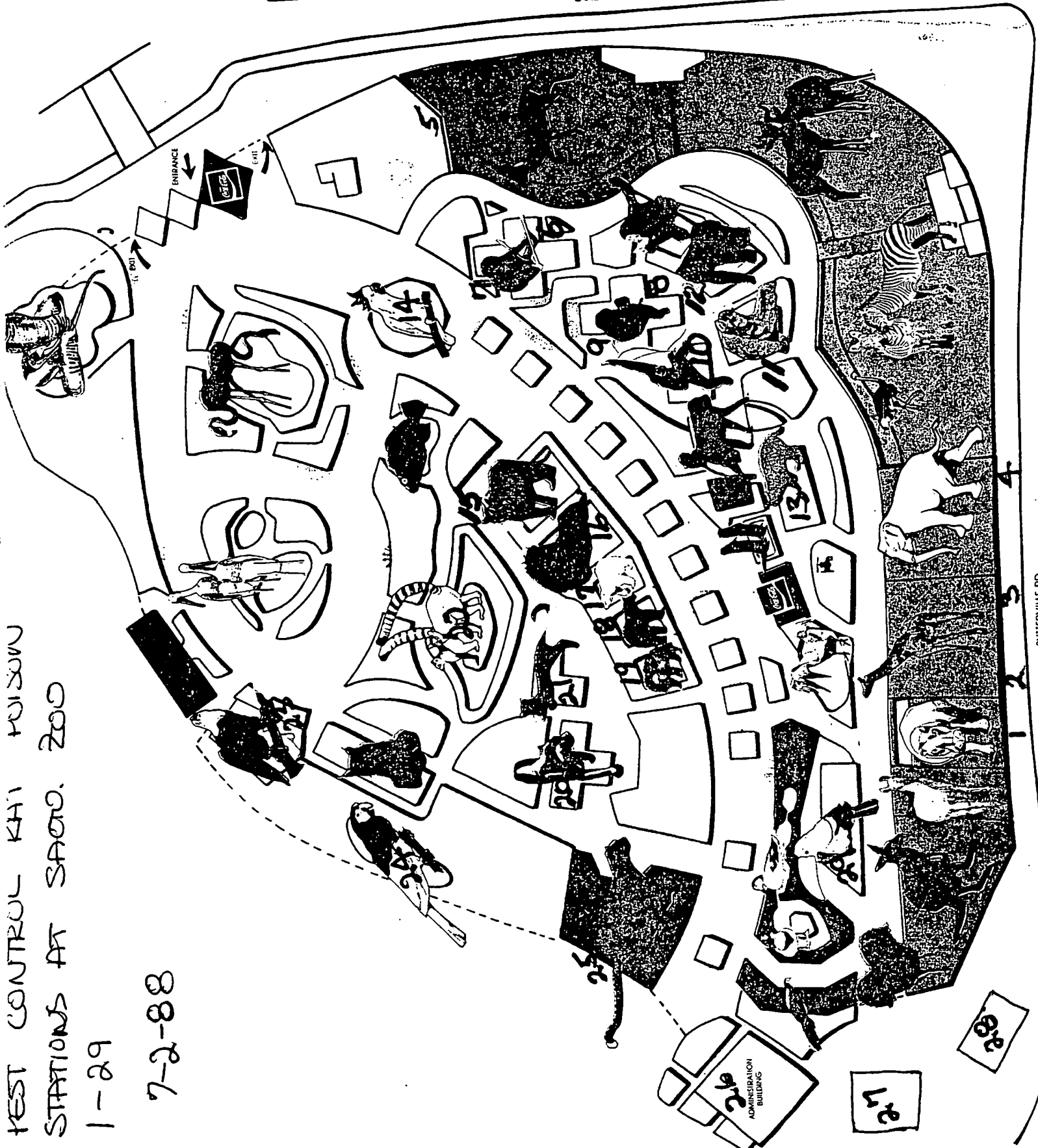
BIDDERS'S NAME: _____

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

EXHIBIT B
SPECIAL PROVISIONS FOR
PEST CONTROL SERVICES

1. The Contractor shall comply with the following special instructions for control of pests in the Zoo and Fairytale Town:
 - a. Rat poison stations shall be placed at the locations identified on the attached map entitled Pest Control Rat Poison Stations at Sacramento Zoo.
 - b. There shall be no spraying for pests in the Zoo, except in and around the concession stands.
 - c. Stickem boards shall be used to control roaches in the Reptile House.
 - d. Garbage cans in Fairytale Town shall be sprayed.

LAND PARK DRIVE



TEST CONTROL KHI WUISOM
 STATIONS AT SAPOO. ZOO
 1-29

7-2-88



DEPARTMENT OF
GENERAL SERVICES

CITY OF SACRAMENTO
CALIFORNIA

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

PROCUREMENT SERVICES DIVISION

August 5, 1988
SS:Admin:88076:MH:bb

916-449-5551

ADDENDUM NO. 1 TO BID NO. 1255 FOR PEST CONTROL SERVICES

PURCHASING
CENTRAL STORES
CENTRAL SERVICES

1. Amend paragraph entitled "Continued Use of Facilities" on Page 11 to read as follows:

The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit his personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if done at Contractor's option and authorized, will be performed at no additional expense to the City.

2. Delete the following items from the Pricing Schedule:

Item 003 Argonaut Community Center, Page 7

Item 009 Police Annex Building, Page 8

Item 019 Central Library, Page 8

3. Amend description of Item 005, Oak Park Community Center, Page 7 to read:

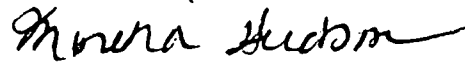
Only the building entitled "Oak Park Community Center" located in the center of the complex is to receive pest control service.

4. Amend location of Item 013, Police Gymnasium, Page 8, to read:

Rear 625 H Street

5. All other terms, conditions and specifications of the bid remain unchanged.
6. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
7. Bidders submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or

(b) By separate letter or telegram which includes a reference to the bid request and addendum number if the bid package has been previously submitted. Failure of your acknowledgement to be received at the City Clerk's Office, 915 - I - Street, Room 300, Sacramento, California prior to the hour and date specified, may result in rejection of your offer. If, by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number, your company name and this addendum, and is received prior to the opening hour and date specified.



Monika Hudson
Acting Purchasing Manager

BIDDER'S NAME:

By: _____
Signature and Typed or Printed Name

Company: _____ Date: _____

10



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: TRAILER MOUNTED BRUSH CHIPPERS

APPROVED
BY THE CITY COUNCIL

JUL 26 1988

OFFICE OF THE
CITY CLERK

PROPOSAL NO. 1257

Proposals Must Be Received
Prior To 10:30 A.M.

ON: August 16, 1988

AT: City Clerk's Office
915 I Street, Room 300
Sacramento, CA 95814

Pre-Bid Conference: No

* VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 *
* ADDITIONAL COPIES OF THIS BID INCLUDING ALL REQUIRED ATTACHMENTS *
* FOR EACH COPY TO THE CITY CLERK ON THE DATE AND AT THE TIME AND *
* LOCATION SPECIFIED ABOVE. *

NAME OF VENDOR SUBMITTING THIS BID _____

IMPORTANT
BID
INSTRUCTIONS

VENDORS ARE REQUIRED TO SUBMIT ADDITIONAL COPIES OF THIS BID. FAILURE TO DO SO WILL CAUSE YOUR BID TO BE REJECTED. SEE BID COVER SHEET FOR SPECIFIC INSTRUCTIONS.

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY
HALL PRIOR TO 10:30 A.M. ON
AUGUST 16, 1988

BID NO. 1257

FOR: TRAILER MOUNTED BRUSH CHIPPERS

Name of Bidder _____ Telephone _____

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

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and/or finish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title Signature

(Address (if different than above business address))

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No [] Yes Amount _____

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

City Clerk/Purchasing Manager

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid Is In Legal Form Unless

the Following Instructions Are Fully Complied With

1. Bid must be submitted on this printed form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by surety bond or in a form approved by the City Attorney.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. If equipment is bid, it is to be newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.
11. Faithful Performance Bond. The successful bidder will [] will not [x] be required to submit a faithful performance bond in a form approved by the City Attorney, in the amount of _____.
12. Cash Discounts. Cash Discounts offered for payment in less than Twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
13. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 I Street, 2nd Floor, Sacramento, CA, at 10:30 A.M., August 16, 1988.
(Bids must be submitted prior to 10:30 A.M.)
14. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids, as it may deem proper. The time for awarding a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.02)

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

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

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

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

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

My name is _____.
(Please Print)

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

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

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

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

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

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

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

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

Executed on _____, at _____.

(Signature)

(Title)

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

PROGRAM STATEMENT

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

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

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

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

3. For certification as a Disadvantaged Business Enterprise contact:

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

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

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

Certification No. _____

Certified By: _____

Expiration Date: _____

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

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

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

Revised 10/30/87

ADM3.DBEMBEWBE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento Trailer Mounted Brush Chippers in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	2 each	Trailer mounted, gasoline fueled, sixteen (16) inch drum type brush chipper in accordance with Specification No. 271	\$ _____	\$ _____

Manufacturer and Model No. _____

Sub-Total \$ _____

6% Sales Tax _____

TOTAL BID PRICE \$ _____

Alternate Proposal

New brush chipper units, meeting the intent of Specification No. 271, that are not Drum Type. Please attach to this alternate bid a complete list of specifications and list all exceptions that apply to this unit(s). The City reserves the right to make an award on an alternate proposal if proposal is most responsive to the needs of the City.

PER EACH \$ _____
(Less Sales Tax)

Manufacturer and Model No. _____

Delivery Guarantee

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

Payment Discount

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

Contract Representative

During performance of the contract, the City will be represented by Bob Summerset, Telephone (916) 449-5241.

BIDDER'S NAME: _____

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

INSURANCE PROVISIONS

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

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

3. Insurance.

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

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

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

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

INSURANCE PROVISIONS.- Continued

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

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

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

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

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

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

Specification No. 271
Bob Summersett (916) 449-5241
June 29, 1988

C I T Y O F S A C R A M E N T O

SACRAMENTO, CALIFORNIA

BRUSH CHIPPER, TRAILER MOUNTED

1.0 SCOPE AND INTRODUCTION:

- 1.1 This specification describes a new, unused, latest model, gasoline fueled, trailer mounted sixteen (16) inch drum type brush chipper capable of chipping wood up to six (6) inches in diameter and brush up to 15 inches in width. The chipper will be used by City Tree Services personnel.
- 1.2 Vehicle/unit shall be complete with all equipment and accessories necessary for safe and efficient operation. They are to be delivered as a complete unit, certified and ready for immediate job site operation within the City of Sacramento area.

2.0 GENERAL EQUIPMENT SPECIFICATIONS:

2.1 Manufacturing, material and design practices -

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit will be subjected. Suspension, wheels, tires and other component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

2.2 Heavy duty defined -

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

2.3 Specification variances -

If any of the equipment bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Sacramento reserves the right to waive minor variation(s) if in the opinion of the Fleet Management Superintendent the basic unit meets the general intent of these specifications.

Specification No. 271
Brush Chipper, Trailer Mounted
June 19, 1988

2.0 GENERAL EQUIPMENT SPECIFICATIONS: (continued)

2.4 Manufacturer's specification -

Complete specification, published literature and photos or illustrations of unit proposed, shall be furnished with bid.

2.5 Manufacturer's standard equipment -

All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks - adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.

2.6 Applicable documents and certifications -

a. Specifications on the following pages are written with intent to meet all applicable documents but the final certification to comply shall rest with the vendor and not the City of Sacramento. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules and regulations where it applies to items such as the ratings of axles, tires, rims, brakes, batteries, cooling capacity, etc., and the City of Sacramento is to be notified thereof.

b. Federal Motor Vehicle Safety Standard, Department of Transportation.

c. State of California Motor Vehicle Code.

d. State of California General Industrial Safety Orders.

e. State of California Health and Safety Code, Motor Vehicle Pollution Control.

f. California Occupational Safety and Health Act (O.S.H.A.) and the E.P.A.

g. Society of Automotive Engineering Standards.

2.7 Operational noise standard -

Noise level shall be in conformance with standards established by Local, State and Federal Agencies. Each unit delivered may be tested by City personnel for noise level and must meet noise requirements before the unit is accepted.

The noise level reading will be taken with the unit stationary after the unit has reached operating temperature.

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

- a. The noise level reading will be taken with engine operating at full governed RPM and chipping any species of tree limb or brush up to a 6 inch diameter. The sound level meter will be held at a point 100 feet directly to the rear of feed chute edge at a height above ground level equal to feed chute height. The noise level under this condition shall not exceed 92 dba.
- b. The noise level reading will also be taken with engine operating at full governed RPM but not cutting. The sound level meter will be held at a point 50 feet directly to rear of feed chute edge at a height above ground level equal to feed chute height. The noise level under this condition shall not exceed 82 dba.

2.8 Demonstrations -

City reserves the option for an "on the job demonstration and evaluation" by City personnel before acceptance of contract in the event performance of unit proposed is not familiar to the City. Demonstrator shall be available within 14 days of bid opening. Only units meeting the intent of these specifications shall be demonstrated. Time and amount of hours required for the evaluation shall be as determined by the City.

2.9 Equipment manual(s) -

The following manuals shall be supplied at the time of delivery:

- a. One (1) chipper operator's manual for each unit.
- b. One (1) chipper and engine parts and service manual.

3.0 GENERAL CONTRACT SPECIFICATIONS:

3.1 Award -

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 proposals and in awarding a contract, not only to the amount of the proposal, 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.

3.2 Brand names -

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent". The contractor may offer any material or process which shall be equal in every respect to that so indicated or

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

3.3 Delivery -

"Caravan" or "In-Tow" delivery from points of manufacture or assembly will not be accepted.

Delivery shall be made to the City of Sacramento Corporation Yard, 5730 - 24th Street, Sacramento, California, serviced and operable with min. 1/4 tank fuel.

3.4 F.O.B. -

All items are to be supplied F.O.B., City of Sacramento, California.

3.5 License -

The original dealer's Report of Sale, or Certificate of Origin, along with a Certified Weight Certificate, shall be furnished to the consignee at time of delivery of the vehicle(s) before payment can be made.

3.6 Inspection -

Vehicle/unit will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle/unit, make necessary correction and redeliver the vehicle/unit for reinspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

3.7 Guarantee -

The contractor delivering vehicle/unit against this specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the contractor will be required to correct the same at his expense.

3.8 Warranty -

- a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each equipment. Warranty time to start when vehicle(s) are placed in operation, not delivered.

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

3.8 Warranty - (continued)

- b. The complete chipper and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.
- c. Engine and chipper shall be guaranteed under the longest and most comprehensive standard factory warranty proposed specifically for municipal equipment.
- d. The body manufacturer and/or dealer, whenever applicable, shall guarantee for a period of one year after delivery and acceptance of the entire unit that the body and appurtenance shall be free from workmanship and material defects. He shall agree to repair or replace all such defective material(s) for workmanship at no cost to the City. The contracting vendor must have service facilities and an adequate supply of service parts available at a distance from Sacramento no greater than that to the San Francisco Bay Area.
- e. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or any part thereof.
- f. Engine, clutch and chipper parts must be available within 100 miles of Sacramento.
- g. If the City of Sacramento is required to deliver a unit outside of the immediate Sacramento area for warranty work, vendor shall reimburse City of Sacramento at the rate of \$40.00 per hour for pick up and delivery time involved.
- h. City of Sacramento shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.

3.9 Training -

The successful contractor shall provide a qualified, factory-authorized service representative to give instructions to the operators and maintenance personnel to assure correct operation of the machines after the vehicle has been readied for service by City personnel.

3.11 General provisions -

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

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

3.12 Bid inquiries -

Questions regarding this bid should be referred to:

Support Services Division
5730 - 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5551

3.13 Funding (availability) -

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

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

3.14 Payment and invoicing -

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

3.15 Payment terms -

Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice.

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

3.0 GENERAL CONTRACT SPECIFICATIONS: (continued)

3.16 Prices -

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

3.17 Termination -

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

Specification No. 271.
Brush Chipper, Trailer Mounted
June 29, 1988

4.0 CHIPPER REQUIREMENTS:

The chipping unit shall be capable of chipping wood up to 6 inches in diameter and brush up to 15 inches in width. All material chipped shall be reduced to chips with one dimension being approximately 1/4 inch. The unit shall be self-feeding.

4.1 Housing -

The cutter head shall be enclosed in a cast steel or fabricated steel plate housing. The housing shall be equipped with a wide angle feed chute with an extension of sufficient length to meet the requirements of the Division of Industrial Safety General Safety Orders, Section 3424(c). The feed opening adjacent to the rotor shall be not less than 10 inches by 16 inches.

The feed chute opposite the rotor shall be not less than 43 inches in width. Feeding of the material shall be from the rear of the unit. The extension shall fold up to a stored position when not in use.

4.2 Discharge chute -

The unit shall be equipped with a detachable discharge chute with bonnet. The discharge chute bonnet shall be adjustable and shall be capable of loading trucks to the right, left, and to the front of the chipper unit. The discharge chute shall also be adjustable for height to not be less than 7 feet from the ground.

4.3 Blower -

An exhaust fan or blower shall be supplied and shall be used in conjunction with the cutter. The unit shall be capable of discharging chips not less than 20 feet from the discharge chute. The blower shall have a capacity of not less than 1,800 cubic feet per minute.

4.4 Dust suppressor -

A water mist type dust suppressor with all necessary controls shall be installed in the feed chute area. The water tank shall have a capacity of not less than 20 gallons and shall be manufacturers recommended stainless steel or polyethylene tank. Controls shall be supplied to turn the pump off in the event the water tank becomes empty or water spray is not needed. A filter shall be installed in the water line between the water tank and the dust sprayers. This filter shall be capable of quick removal for either cleaning or replacement. A pressurized water tank is not acceptable.

4.5 Rotor -

The rotor shall consist of a "V" belt driven cylindrical cutting head with not less than four (4) adjustable knives which operate in conjunction with an adjustable bed knife. The rotor shall be a minimum of 11-1/2 inches in

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

4.0 CHIPPER REQUIREMENTS: (continued)

4.5 Rotor - (continued)

diameter, 16 inches in length and mounted on a horizontal shaft supported on antifriction bearings. The rotor shaft shall be a minimum of 3 inches in diameter.

4.6 Knives -

The cutting knives shall be attached to the rotor with either a backing plate with matching grooved knives and rotor, or a tapered backing plate with counter-tapered knives with locking bolts, for full knife locking securement. The knives shall be not less than 2-3/8 inches wide, 3/8 inch thick and 16 inches long.

The cutter bar or bed knife, with not less than four (4) useable cutting edges, shall be secured with a full-pressure bar.

4.7 Flywheel -

A flywheel shall be supplied and shall be adequately guarded. The flywheel may be an integral part of the rotor assembly.

5.0 ENGINE:

The engine shall be 6 cylinder liquid cooled and gasoline fueled.

- a. Air filter - dry type replaceable element with vacuum restriction indicator.
- b. Oil filter - full flow spin on/off.
- c. Centrifugal governor.
- d. Muffler - adequate to comply with Federal, State and Local noise restrictions. Rain cap to be installed.
- e. Gauges - hourmeter, ammeter or voltmeter, oil pressure, coolant temperature and fuel level.
- f. Ignition switch - key type, two (2) sets to be provided.
- g. Electrical system - 12 volt electric starter, 30 amp alternator and maintenance free battery with a minimum rating of 425 CCA. Battery shall be securely mounted to the chipper and readily accessible to the operator.
- h. The coolant shall provide freeze protection to -20° F.

5.0 ENGINE: (continued)

5.1 Clutch -

The clutch shall be mechanical.

5.2 Fuel tank -

The fuel tank shall have adequate capacity for a minimum of eight (8) hours of continuous operation.

5.3 Canopy -

The engine and clutch shall be covered with a full canopy designed to withstand stress and vibration. If necessary, vibration isolators or rubber mounting of components shall be utilized to prevent cracking of the sheet metal components. Side panels of the engine canopy shall be removeable

6.0 TRAILER:

6.1 Mounting -

The entire unit shall be mounted on a steel frame, single axle, spring mounted trailer. Shall be equipped with a telescoping drawbar, a hand crank swing away leveling jack with wheel located on the hitch and at least one (1) adjustable support leg with pad attached to the rear of the trailer to prevent tipping when not attached to a towing vehicle. The fully loaded trailer including all mounted components shall be capable of being safely towed on highways at 55 mph.

6.2 Springs -

The axle shall be spring mounted of ample capacity to support the chipper with the fuel tank full and the water tank full. No part of spring hanger and attaching hardware shall extend below lower edge of wheel rim.

6.3 Wheels -

The wheels shall be 15 inch steel disc type for the tires supplied. The wheel bearing adjusting nuts shall be keyed to the axle. The wheels and tires shall be covered by fenders.

6.4 Tires -

The tires shall be not less than size 7.00 x 15, 8-ply tube type with conventional truck transport tread.

6.5 Drawbar -

A telescoping type drawbar shall be furnished. A towing eye adjustable from

Specification No. 271
Brush Chipper, Trailer Mounted
June 29, 1988

6.0 TRAILER: (continued)

6.5 Drawbar - (continued)

24 inches to 29 inches and suitable for use with a pintle type hitch shall be supplied. The height of the towing eye shall be measured from ground level with the trailer frame parallel to the ground. The towing eye shall be constructed of 1-5/8 inch solid round bar and have an I.D. of 2-1/2 inch (std). Two (2) safety chains of not less than 3/8 inch size, high test steel chain with safety hooks (Ref. Herc-Alloy No. 674516 or comparable) shall be attached, one (1) on each side of the drawbar. The chains shall be of sufficient length to extend 24 inches beyond the end of the drawbar in the fully extended position.

6.6 Brakes -

The unit shall be equipped with electric brakes and with a breakaway applicator.

6.7 Tool box -

A tool box with provisions for locking shall be mounted on the trailer to store tools and spare parts.

6.8 Electrical equipment -

Minimum electrical equipment shall comply with all Federal Motor Vehicle Safety Standards and State of California Department of Motor Vehicle regulations. All lights shall be the recessed type, mounted in rubber grommets. The tail, stop and turn signal lamps may be in combination (Ref. Truck-Lite 40015 complete unit with reflectorized lens). The side marker, clearance and ICC lamps shall be 2-1/2 inch sealed units with reflectorized lens (Ref. Truck-Lite 10205R and 10401 grommet mounting kit). Reflectorized lens shall meet all requirements for Class A reflectors.

All wiring installed by the vendor shall be the stranded copper type and shall have hypalon insulation and be protected in vinyl plastic auto loom and in areas specified, by rigid/flexible conduit. Adequate size gauge of wire shall be used in accordance with SAE standards for distance from power source and load demand. The ends of all stranded conductors cut shall be mechanically stripped and fitted with insulated type terminals. The terminals shall be mechanically crimped securely with appropriate tool. All splices shall be sealed against moisture. No Scotch Lock wire type piercing devices shall be used.

A six (6) wire trailer plug (Ref. Pollak PO-11604) shall be installed. Wiring to be as shown on the attached schematic.

7.0 MISCELLANEOUS:

7.1 Safety -

The unit shall be equipped with an emergency safety brake to stop the rotor and shut off the engine, or an emergency safety gate to prevent entry to the rotor and shut off the engine. The controls for the emergency safety system supplied shall be push pads on both sides of the feed chute and a push bar across the full width of the rear of the feed chute. If an emergency safety brake is supplied, the system shall utilize electrical magnetic force or a spring force applied to a hydraulic system to apply the brake.

The unit shall comply with Division of Industry Safety Orders, Section 3424 (c), as follows:

- a. Brush chippers shall be provided with a feed throat extending not less than 36 inches from the knives, the distance from the ground or working level to the knives shall in no event be less than 88 inches.
- b. A swinging baffle shall be mounted in front of the knives to prevent throw-back of material.

All belts, pulleys, flywheel and any other hazardous component parts shall be adequately guarded.

7.2 Paint -

The unit shall be completely painted over suitable primer using (yellow) Ditzler DAR82523 acrylic enamel with Ditzler DXR80 catalyst or equal.

7.3 Spare knives -

One (1) additional bed knife or cutter bar and one additional set of cutting knives or blades shall be supplied with each unit.

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CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: VARIOUS QUANTITIES AND TYPES OF LIGHT FIXTURES

APPROVED
BY THE CITY COUNCIL

JUL 26 1988

OFFICE OF THE
CITY CLERK

PROPOSAL NO. 1258

Proposals Must Be Received
Prior To 10:30 A.M.

ON: AUGUST 26th, 1988

AT: City Clerk's Office
915 I Street, Room 300
Sacramento, CA 95814

Pre-Bid Conference: _____

* VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 *
* ADDITIONAL COPIES OF THIS BID INCLUDING ALL REQUIRED ATTACHMENTS *
* FOR EACH COPY TO THE CITY CLERK ON THE DATE AND AT THE TIME AND *
* LOCATION SPECIFIED ABOVE. *

NAME OF VENDOR SUBMITTING THIS BID _____

IMPORTANT
BID
INSTRUCTIONS

VENDORS ARE REQUIRED TO SUBMIT ADDITIONAL
COPIES OF THIS BID. FAILURE TO DO SO WILL
CAUSE YOUR BID TO BE REJECTED. SEE BID
COVER SHEET FOR SPECIFIC INSTRUCTIONS.

BID TO THE
CITY OF SACRAMENTO, - CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY
HALL PRIOR TO 10:30 A.M. ON
August 16, 1988

BID NO. 1258

FOR: VARIOUS QUANTITIES AND TYPES OF LIGHT FIXTURES

Name of Bidder _____ Telephone _____

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

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and/or finish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title

Signature

(Address (if different than above business address))

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required [X] No [] Yes Amount _____

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

City Clerk/Purchasing Manager

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid Is In Legal Form Unless

the Following Instructions Are Fully Complied With

1. Bid must be submitted on this printed form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by surety bond or in a form approved by the City Attorney.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. If equipment is bid, it is to be newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.
11. Faithful Performance Bond. The successful bidder will [] will not [] be required to submit a faithful performance bond in a form approved by the City Attorney, in the amount of _____.
12. Cash Discounts. Cash Discounts offered for payment in less than Twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
13. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 I Street, 2nd Floor, Sacramento, CA, at 10:30 A.M., AUGUST 26, 1988.
(Bids must be submitted prior to 10:30 A.M.)
14. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids, as it may deem proper. The time for awarding a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.02)

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

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

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

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

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

My name is _____.
(Please Print)

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

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

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

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

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

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

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

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

Executed on _____, at _____.

(Signature)

(Title)

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

PROGRAM STATEMENT

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

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

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

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

3. For certification as a Disadvantaged Business Enterprise contact:

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

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

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

Certification No. _____

Certified By: _____

Expiration Date: _____

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

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

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

Revised 10/30/87

ADM3.DBEMBEWBE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento Light Fixtures in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	3 EA	Light Fixture, GE No. V1FF-17-M-1-A-1, 7X6-GR-PQ, 175W M.H. Quartz Proposed Brand and P/N _____	\$ _____	\$ _____
2	5 EA	Light Fixture, GE No. V1FF-17-M-1-A-1, 7X6-GR-P, 175W M.H. Quartz Proposed Brand and P/N _____	\$ _____	\$ _____
3	5 EA	Light Fixture, GE No. C1S-15-S-1-H-5-EA-2-Q, 150W HPS Quartz Proposed Brand and P/N _____	\$ _____	\$ _____
4	10 EA	Light Fixture, GE No. C1S-15-S-1-H-5-EA-2 Proposed Brand and P/N _____	\$ _____	\$ _____
5	30 EA	Light Fixture, GE No. SBW-05-S-1-H Proposed Brand and P/N _____	\$ _____	\$ _____
6	5 EA	Light Fixture, GE No. SBW-07-S-1-H Proposed Brand and P/N _____	\$ _____	\$ _____
7	15 EA	Light Fixture, GE No. SBW-39-F-1-N, 39W Fluorescent Proposed Brand and P/N _____	\$ _____	\$ _____

8	23 EA	Light Fixture, GE No. SBI-15-S-1-H-LBR, 150W HPS Proposed Brand and P/N _____	\$ _____	\$ _____
9	10 EA	Light Fixture, GE No. SBI-07-S-1-H-LBR, 70W HPS Proposed Brand and P/N _____	\$ _____	\$ _____
10	30 EA	Light Fixture, GE No. P17M-07S1A1AMS5DB Proposed Brand and P/N _____	\$ _____	\$ _____
11	20 EA	Light Fixture, GE No. P17M-10S1A1AMS5DB Proposed Brand and P/N _____	\$ _____	\$ _____
12	6 EA	Light Fixture, GE No. C1S17M1A4EA2Q Proposed Brand and P/M _____	\$ _____	\$ _____
13	24 EA	Light Fixture, GE No. C1S17M1A4EA2 Proposed Brand and P/M _____	\$ _____	\$ _____
14	250 EA	Glass Refractor long and narrow pattern, Holophane Petrolux Luminaire No. 4551, NO SUB	\$ _____	\$ _____

Sub-Total \$ _____

6% Sales Tax _____

TOTAL BID PRICE \$ _____

Award

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

Brand Name

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand and number, or level or quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- c. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- d. If bidding on a manufacturer's product other than that specified, bidder must attach descriptive literature and specifications with the proposal.
- e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder.

Award

The City reserves the right to reject any and all proposals or alternate proposals as the best interest of the City may require. Consideration will be given in comparing proposals and in awarding a contract, not only to the amount of the proposal, 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 may influence the award.

Contract Representative

During performance of the contract, the City will be represented by Frank Puccinelli, Telephone No. 449-5445.

Delivery Guarantee

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

Payment Discount

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

Evaluation (Inspection)

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

F.O.B.

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

City of Sacramento

Facility Management Division

City Corporation Yard

5730 24th Street, Bldg 1

Sacramento, CA 95822

Insurance Provisions

The attached Insurance Provisions, except 3C, are hereby made a Part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Prices

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

Pricing

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

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Warranty (Commercial)

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

Bid Inquiries

Questions regarding this bid should be referred to:

Procurement Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5551

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

BIDDER'S NAME: _____
DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

INSURANCE PROVISIONS

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

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

3. Insurance.

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

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

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

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

INSURANCE PROVISIONS -- Continued

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

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

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

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

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

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