



FILED

AUG 23 2006

By The
Office of The City Clerk

DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
2nd FLOOR
SACRAMENTO, CA 95814

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

PHONE: 916-808-6240
FAX: 916-808-5747

August 14, 2006

**ADDENDUM NO. 1 TO IFB NO. B061187022
FOR POLICE FACILITIES LANDSCAPE MAINTENANCE**

1. The IFB due date of August 16, 2006 has been changed. The new bid due date is August 23, 2006.
2. Replace "Request for Bids and Contract Specifications" (Page 1) with "Request for Bids and Contract Specifications", Revised Page 1, changing bid opening date from August 16, 2006 to August 23, 2006.
3. Replace "Table of Contents", Page 2, with "Table of Contents" Revised Page 2, adding references to Revised and Added pages.
4. Replace "Bid Instructions and Requirements", Page 5, with "Bid Instructions and Requirements", Revised Page 5, changing bid opening date from August 16, 2006 to August 23, 2006 (Item 2.2.).
5. Replace "Bid Instructions and Requirements", Page 6, with "Bid Instructions and Requirements", Revised Page 6, adding contact information for technical questions and changing bid inquiry deadline from August 11, 2006 to August 18, 2006 (Item 13.).
6. Replace "Items Requiring Bidder Response, continued", Page 11, with "Items Requiring Bidder Response, continued", Revised Page 11, adding Item 8, Standard Water Quality Specifications and Administrative Penalties Ordinance for Advance Warning Signage.
7. Replace "Pricing Schedule", Page 15, with "Pricing Schedule", Revised Page 15, adding:
 - a. Item 6, line for unscheduled work rates and
 - b. Item 8, line for one-time cleanup of the Kinney and Rooney sub-station sites.
8. Insert Page 20-1, Standard Water Quality Specifications and Administrative Penalties Ordinance for Advance Warning Signage Declaration of Compliance. This page must be signed and returned with bid.
9. Replace "Maintenance Performance Schedule" for Joseph Rooney Police Facility, Page 40, with "Maintenance Performance Schedule" for Joseph Rooney Police Facility, Revised Page 40, deleting "1X/month trim ivy on south side of station growing into trees".

10. Insert Page 44-1, "Contacts", giving contact information for specific sites should contractor wish to schedule a site visit prior to bid due date.
11. All other terms, conditions and specifications of the IFB remain unchanged.
12. If a bid is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
13. Vendors submitting a bid must acknowledge receipt of this addendum prior to the hour and date specified in the quote 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) If the bid has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Procurement Services Division, 915 I Street 2nd Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Barbara Collins
Program Analyst

Vendor's Name: TruGreen Landcare

Signature: Cassie Nunes

Typed or Printed
Name & Title:

Date: 8-22-06



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Invitation for Bid Number: B061187022

True Green

REQUEST FOR BIDS And Contract Specifications

FOR: Police Facilities Landscape Maintenance

Bids Must Be Received Prior To 2:00 P.M. on August 23, 2006

Submit Bids To: City Clerk's Office
915 "I" Street, First Floor
Historic City Hall
Sacramento, CA 95814

Pre-Bid Conference: August 10, 2006 8:30 A.M.
Mandatory: Yes Sacramento Police Training Facility (RCPI)
 No 570 Bercut Drive, Suite C, Classroom #2
Sacramento, CA 95814

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

Name of Bidder: TruGreen Landcare
Address: 4095 Peeble St
City, State, Zip Code: Sac, CA 95820
Phone Number: 916-451-7566
Email Address: Cassienunes@landcare.com

BID

BID NO. B061187022

FOR SERVICES/SUPPLIES: Police Facilities Landscape Maintenance

To the City of Sacramento:

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

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Landscape Maintenance Services General Specifications and Provisions (LS05-1), this Request for Bids, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: TRUGreen LandCare
ADDRESS: 4095 Beeble ST SAC, CA 95820
PHONE #: 916-451-7546 FAX #: 916-451-3611
STATE TAX I.D. #: 91879 FED. TAX I.D. #: 36-4313318

City of Sacramento Business Operation Tax Certificate #:
(Contract award will not be processed if Certificate Number is missing)

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

Cassie Nunes
BY: (signature of authorized person)

PRINT NAME: Cassie Nunes

TITLE: Commercial Sales Manager

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

FOR CITY USE ONLY

The Bid was opened on _____.

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

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

City Clerk/Procurement Services Manager

CONTRACT AWARD

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

Specify: _____

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as an EBE or SBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

A. SMALL OR EMERGING BUSINESS ENTERPRISE (SBE/EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small or emerging business enterprise?
Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as a small or emerging business enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as a small or emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento
Certification Number _____.

2. BID SIGNATURE PAGE

Bidders must complete and return with their bid the BID SIGNATURE PAGE, Page 8.

3. LICENSES, CERTIFICATES AND REGISTRATION REQUIREMENTS

Bidders must complete and return with their bid the LANDSCAPE MAINTENANCE CONTRACTORS LICENSES, CERTIFICATES AND REGISTRATION REQUIREMENTS, Page 13.

4. CONTRACTORS REFERENCE LIST

All Contractors must submit, with their bid, a list of similar contracts that they have performed or are currently performing. Please include the company name, address, telephone number, contract dates and the name of a contact person. Page 14 may be used for this purpose.

5. PRICING SCHEDULES

Bidders must complete and return with their bid the PRICING SCHEDULES, Pages 15-16.

ITEMS REQUIRING BIDDER RESPONSE, continued

6. LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Living Wage Declaration, Page 17.

7. NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE (EBO) DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Non-Discrimination in Employee Benefits by City Contractors Ordinance (EBO) Declaration of Compliance, Pages 18-20.

8. STANDARD WATER QUALITY SPECIFICATIONS AND ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Bidders must sign and return with their bid the Standard Water Quality Specifications and Administrative Penalties Ordinance for Advance Warning Signage Declaration of Compliance, Page 20-1.

| |
|------------------------------------------------------|
| DATE BID OPENED <u>7-23-06</u> |
| EMPLOYEE INITIALS <u>V.M.</u> |
| MARK ONE BOX FOR EACH ITEM ONLY |
| BID SECURITY |
| <input checked="" type="checkbox"/> NONE REQUIRED |
| <input type="checkbox"/> PROPERLY SIGNED |
| BID DEPOSIT TYPE |
| <input type="checkbox"/> BID BOND |
| <input type="checkbox"/> CALIF. BANK CASHIER'S CHECK |
| <input type="checkbox"/> CERTIFIED CHECK |
| <input type="checkbox"/> CASH |
| <input type="checkbox"/> CALIF. BANK MONEY ORDER |
| AFTER AWARD OF BID |
| <input type="checkbox"/> SECURITY RETURNED |
| <input type="checkbox"/> SECURITY ACCEPTED |
| EMPLOYEE INITIALS _____ |
| DATE _____ |

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

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

1. CERTIFICATE OF INSURANCE

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

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 214, Sacramento, CA 95814, or telephone (916) 808-5853.

CONTRACTORS REFERENCE LIST

Please list all landscape contracts currently in process and all others for past two (2) years.

CONTRACT NAME/ADDRESS

CONTACT PERSON AND PHONE NUMBER

1.

2.

3.

4.

5.

6.

7.

See attached

REFERENCES

City of Elk Grove

Elk Grove Community Services District
8820 Elk Grove Blvd
Elk Grove CA
Roy Herren
916-947-1532

Selby Ranch

258 Selby Ranch Road
Sacramento CA
Michelle Nowoy
916-488-1630

Adagio Apartments

2800 Grasslands Drive
Sacramento CA 95833
Judy Bartlett
916-927-1177

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:
POLICE FACILITIES

IN ACCORDANCE WITH THE PROVISIONS AND SPECIFICATIONS IN THE INVITATION FOR BID NO. B061187022 AND THE LANDSCAPE MAINTENANCE SERVICES GENERAL SPECIFICATIONS AND PROVISIONS (LS05-01)

This bid is for all four sites. All items, 1 - 4 and item 8 (one-time clean-up of Kinney and Rooney sub-stations), must be bid for bid to be considered responsive. At least one column, 1 - 3, must be bid for the bid to be considered responsive. The City intends to make a 3-year award but will award a contract for the period that provides the City with the best overall pricing. For each column bid, if a bid item contains neither the monthly bid nor the yearly bid for the item, it will be deemed incomplete and the bid for that column will be disregarded.

| ITEM | LOCATION - | Column 1 1-YEAR CONTRACT Monthly Price x 12 = 1-Yr Price | | | Column 2 2-YEAR CONTRACT Monthly Price x 24 = 2-Yr Price | | | Column 3 3-YEAR CONTRACT Monthly Price x 36 = 3-Yr Price | | |
|------|-------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------|--------------|----------------------------------------------------------------|---------------|---------------|----------------------------------------------------------------|---------------|-----------|
| | | 1 | 911 COMMUNICATIONS CENTER @ 7397 SAN JOAQUIN | \$ 633 | x12 \$ 7596 | \$ 639 | x24 \$ 15,336 | \$ 641 | x36 \$ 23,076 | |
| 2 | KINNEY SUB-STATION @ 3550 MARYSVILLE BLVD | \$ 990 | x12 \$ 11,880 | \$ 999 | x24 \$ 23,976 | \$ 1002 | x36 \$ 36,072 | | | |
| 3 | ROONEY SUB-STATION @ 5303 FRANKLIN BLVD | \$ 660 | x12 \$ 7,920 | \$ 660 | x24 \$ 15,840 | \$ 668 | x36 \$ 24,048 | | | |
| 4 | POLICE TRAINING FACILITY @ 570 BERGUT DRIVE | \$ 418 | x12 \$ 5,016 | \$ 422 | x24 \$ 10,128 | \$ 423 | x36 \$ 15,228 | | | |
| 5 | TOTAL ITEMS 1, 2, 3, 4 | \$ 2701 | x12 \$ 32,412 | \$ 2726 | x24 \$ 65,424 | \$ 2734 | x36 \$ 98,424 | | | |
| 6 | PLUS UNSCHEDULED/EXTRA WORK RATES TOTAL FROM PAGE 16 | x1 | \$ 8500 | | | | | Total from Pg 16 | x3 | \$ 25,500 |
| 7 | *MINUS PROMPT PAYMENT DISCOUNT AMOUNT (6a, b, or c x %). | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX |
| | | GRAND TOTAL \$ 40,912.00 | | \$ 82,424.00 | | \$ 123,924.00 | | | | |

8 ONE-TIME CLEAN-UP OF KINNEY AND ROONEY SUB-STATIONS \$ 1600.00

PAYMENT DISCOUNT

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

If Yes, the Payment Discount is _____ % for payment within _____ calendar days, which will be computed from the date a proper invoice is received.

*Prompt Payment Discount Amount = Item #6a, b, or c, multiplied by the percentage given on line above.
Payment discounts shall be considered in awarding the contract as set forth in the "Bid Instructions and Requirements"; paragraph 11 (page 6) entitled "Payment Discounts".

COMPANY NAME: TruGreen Landcare

REPRESENTATIVE: Cassie Nunes

(Print name)
SIGNATURE: Cassie Nunes

FOR THIS QUOTE, THIS FORM REPLACES PAGE 28 IN THE LSO5-1 SPECIFICATIONS

UNSCHEDULED / EXTRA WORK RATES

Contractor is to furnish the City of Sacramento, hourly rates for unscheduled landscape maintenance work, in accordance with the following specifications and provisions.

All unscheduled work shall have prior authorization of the City. Unscheduled work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each unscheduled job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether unscheduled work will be furnished by the Contractor providing contract services in the same area. Should unscheduled work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete unscheduled repairs.

NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH UNSCHEDULED WORK.

50 hours x General Gardening Crew rate (ITEM # 1) = \$ 4000
30 hours x Specialty Irrigation Crew rate (ITEM # 2B) = \$ 3000
\$3,000 x Percentage Markup (ITEM # 4) = \$ 1500

TOTAL \$ 8500

TOTAL WILL BE ADDED TO THE YEARLY CONTRACT FEE FOR ACCESSING LOW BID ONLY

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup.

ITEM # 1 - GENERAL GARDENING CREW RATE (Service based on a two person crew)

Provide general gardening services, as required, i.e. sprinkler replacement, special cleanups, plant replacement and tree removal under 10" trunk diameter breast high (dbh). \$ 80 per hour

ITEM # 2 - SPECIALTY IRRIGATION CREW RATE (Service based on a 2 person crew, Irrigation Technician and Helper)

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks. A. Technician Rate \$ 65 per hour

B. Technician With Helper Rate \$ 100 per hour

ITEM # 3 - PORTAL TO PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri. from 7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site. \$ 75 per call

ITEM # 4 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. 50 %
PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS

AFTER HOURS ON CALL SERVICES—as described in the above Items No. 1 and 2, shall be the overtime rate and shall be computed at 1 and 1/2 times the hourly rate listed above.

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: TrueGreen LandCare
Address: 409W DEEDIE ST. SAC, CA 95820

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

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Cassie Nunes
Signature of Authorized Representative
Print name: Cassie Nunes
Title: Commercial Sales Manager

Date: 8-22-06

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 1 of 3)

TruGreen Landcare

Name of Contractor

4095 Deeble ST SAC, CA 95820

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 2 of 3)

- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 5. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 3 of 3)

maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Cassie Nunes
Signature of Authorized Representative

8-22-06
Date

Cassie Nunes
Print Name

Commercial Sales Manager
Title

**DECLARATION OF COMPLIANCE
Standard Water Quality Specifications
and
Administrative Penalties Ordinance For Advance Warning Signage**

Name of Contractor: TruGreen LandCare

Address: 4095 Deeble ST SAC, CA 95820

Name of City Contract: _____

Contracting Department: _____

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.
4. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.
5. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Cassie Nunes
Signature of Authorized Representative

Date: 8-22-06

Print name: Cassie Nunes

Title: Commercial Sales Manager

CONTRACT REPRESENTATIVE

During performance of the contract, the City will be represented by:

A. The City Representative (hereinafter referred to as "Inspector") for this Bid and any resulting Agreement is:

| | |
|-----------------------------------------------------------|--------------------------------------|
| <u>Police Dept. Fiscal Manager or Designee</u> (Title) | <u>(916) 433-0850</u> (Telephone) |
| _____ | _____ |
| (Name of designee at time of award) | (Title) |
| | _____ |
| | (Telephone) |

All contractor questions pertaining to performance under this agreement will be referred to the above named person, or the representative's designee.

✦ B. The Contractor Representative for this Agreement is:

| | | |
|--------|---------|-------------|
| _____ | _____ | _____ |
| (Name) | (Title) | (Telephone) |

C. All correspondence relating to the bidding and contracting process is to be addressed to:

City of Sacramento
Procurement Services Division
Attn: Barbara Collins – Program Analyst
915 I Street, 2nd Floor
Sacramento, CA 95814

QUANTITIES (ESTIMATES)

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

SUBCONTRACTS AND ASSIGNMENTS

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

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

PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Contractor shall re-secure property to which access was gained prior to leaving. 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. Contractor payments for work performed may be withheld until any such damage is repaired to the City's satisfaction. **Note: All damage shall immediately be reported to the contract representative.**

COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational

Safety and Health Act (OSHA) that are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

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.

DEFAULT BY CONTRACTOR

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