



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

**Bid Number: B071181066**

FILED

JAN 31 2007

By The  
Office of The City Clerk

## INVITATION FOR BID And Contract Specifications

FOR: SOFT COPPER PIPE

***Bids Must Be Received Prior To 2:00 P.M. on January 31, 2007***

**Submit Bids To:** City Clerk's Office  
915 "I" Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

Pre-Bid Conference: Not Applicable  
Mandatory:  Yes  
 No

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

Name of Bidder: BUTTES / CENTER STATE PIPE & SUPPLY

Address: 8830 FRUITRIDGE ROAD

City, State, Zip Code: SACRAMENTO, CA 95826

Phone Number: (916) 383-7353

Email Address: bens@buttespipe.com

**CITY OF SACRAMENTO  
PROCUREMENT SERVICES DIVISION**

**Bid No. B071181066**

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CITY OF SACRAMENTO  
PROCUREMENT SERVICES DIVISION  
**"NO BID" RESPONSE FORM**

Bid No. B071181066  
Buyer CLS

**NOTE: COMPLETE AND RETURN THIS FORM**

**ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

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If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Purchasing Office at (916) 808-6240. Thank you for your cooperation.

**"NO BID" QUESTIONNAIRE**

(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
  
- We are not interested in doing business with the City of Sacramento, because \_\_\_\_\_  
\_\_\_\_\_
  
- Other reasons/comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

\_\_\_\_\_  
(Business Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Street Address/P.O. Box)

Phone: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

Contact: \_\_\_\_\_

\_\_\_\_\_  
(E-mail address)

c:\wdocs\NoBid-ResponseForm (4/99) wpd

(Fold Here Second - Then Seal With Tape)

City of Sacramento  
City Clerk's Office  
915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814-2714

Place  
Stamp  
Here

City of Sacramento  
City Clerk's Office  
915 I Street, 1st Floor  
Sacramento, CA 95814-2714

(Fold Here First)

## **BID INSTRUCTIONS AND REQUIREMENTS**

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

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
  - a. To obtain an electronic version of this bid go to Procurement's website at [www.cityofsacramento.org/finance/bids](http://www.cityofsacramento.org/finance/bids).
  - b. All bids shall be delivered to designated recipient not later than the time specified on the Invitation for Bids.
  - c. Bids will be opened, in public, in the City Clerk's Conference Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., January 31, 2007.

**(Note: Bids must be submitted prior to 2:00 P.M. on the above date)**

- d. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.
4. **Bid Security.** Bid Security is:         Required                     Not Required

If required, bid security approved by the City must accompany the bid, in the amount of \_\_\_% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
10. **Faithful Performance Bond.** A faithful performance bond is:  Required                     Not Required

If required, the successful bidder must submit a faithful performance bond in a form approved by the City Attorney, in the amount of \_\_\_\_\_.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. **Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

General Questions

Procurement Services Division  
Attention: Christine Slay  
(916) 808-6240

Technical Questions

Utilities Department – Water Distribution  
Attention: Ken Guerard  
(916) 433-6245

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

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:
  - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
  - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that

would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small and emerging business enterprises in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within 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 or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A  
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

BID

BID NO. B071181066

FOR SERVICES/SUPPLIES: Soft Copper Pipe

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: BUTTES / CENTER STATE PIPE

ADDRESS: 8830 FRUITRIDGE ROAD SACRAMENTO, CA 95826

PHONE #: (916) 383-7353 FAX #: (916) 383-7350

STATE TAX I.D. #: 165-9966-4 FED. TAX I.D. #: 94-2913294

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

BY: (signature of authorized person) Mark Fries

PRINT NAME: MARK FRIES

TITLE: SALES

**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

**PRICE SCHEDULES**

For furnishing to the City of Sacramento, Soft Copper Pipe, in accordance with the provisions and specifications contained herein.

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
01	10,020ft	1" K Soft Copper Pipe 60' Rolls	\$ <u>2.999</u>	\$ <u>30,049.98</u>
02	3,000ft	1 1/2" K Soft Copper Pipe 20' Sticks	\$ <u>6.062</u>	\$ <u>18,186.00</u>
03	3,000ft	2" K Soft Copper Pipe 20' Sticks	\$ <u>9.417</u>	\$ <u>28,251.00</u>
04	2,000ft	1 1/4" K Soft Copper Pipe 20' Sticks	\$ <u>4.528</u>	\$ <u>9,056.00</u>
				<u>85,542.98</u>
		Sales Tax @ 7.75%		\$ <u>6,629.58</u>
		<b>Total</b>		\$ <u><u>92,172.56</u></u>

**Total Price is all inclusive, to include freight, handling, delivery, tax and any other applicable charges.**

One Time Purchase. Contact person is Ken Guerard in Water Distribution (916) 808-6245

**"INTEREST IN MORE THAN ONE BID"**

Unless otherwise specified, more than one bid received from an individual, firm, partnership, corporate affiliate, or association under the same or different names, in response to a single solicitation, will be rejected. Such rejection will result in rejection of all bids in which the offeror is rejected.

**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 a SBE by the City of Sacramento, or that is certified as an EBE 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 an EBE or SBE 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 BUSINESS ENTERPRISE (SBE) CERTIFICATION**

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

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

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

\_\_\_\_\_.

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

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

- YES - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.
- NO - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

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

\_\_\_\_\_.

**2. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

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

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

- 1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?  Yes; or  No
- 2) If the answer to Question #1 is "Yes":

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

8830 FRUITRIDGE RD.  
SACRAMENTO, CA 95826

**3. PAYMENT DISCOUNT**

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

If Yes, the Payment Discount is 2 % for payment within 21 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

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

**4. EQUAL BENEFITS ORDINANCE**

Bidders must sign and return with this bid the Declaration of Compliance contained in Exhibit 1.

**5. DELIVERY GUARANTEE**

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

**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, 1<sup>st</sup> Floor, Sacramento, CA 95814, or telephone (916) 808-5853.

City of Sacramento Business Operation Tax Certificate #: 103155  
(Contract award will not be processed if Certificate Number is missing)

# EXHIBIT 1

Attachment A

## DECLARATION OF COMPLIANCE Equal Benefits Ordinance

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Name of Contractor

---

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. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. 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.

# EXHIBIT 1

## Attachment A

### DECLARATION OF COMPLIANCE Equal Benefits Ordinance

5. 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.
  - 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).

# EXHIBIT 1

## Attachment A

### DECLARATION OF COMPLIANCE Equal Benefits Ordinance

- 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.

6. 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.
7. 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 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.
8. 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.

9. 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.

# EXHIBIT 1

Attachment A

## DECLARATION OF COMPLIANCE Equal Benefits Ordinance

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.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# EXHIBIT 1

## Attachment B



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

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

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

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

The included employee benefits are:

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

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

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

# EXHIBIT 1

## Attachment B

### You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714
  
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  
  - Reasonable attorney's fees and costs

DATE BID OPENED 1-31-07  
EMPLOYEE INITIALS V/M  
MARK ONE BOX FOR EACH ITEM

**BID SECURITY**  
 NONE REQUIRED  
 PROPERLY SIGNED

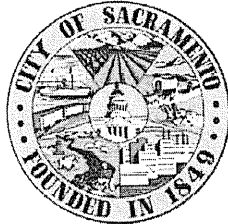
**BID DEPOSIT TYPE**  
 BID BOND  
 CALIF. BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 CHECK  
 CALIF. CHECK NUMBER CARD

**AFTER AWARD OF BID**  
 SECURITY RETURNED  
 SECURITY ACCEPTED

EMPLOYER INITIALS \_\_\_\_\_  
DATE \_\_\_\_\_

# EXHIBIT 1

Attachment C



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

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

The included employee benefits are:

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

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

### You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

### Discrimination and Retaliation Prohibited.

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

### You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same

address, containing the details of the alleged violation.