

FILED

OCT 04 2006

By The  
Office of The City Clerk



DEPARTMENT OF FINANCE

CITY OF SACRAMENTO  
CALIFORNIA

915 - I STREET  
2nd FLOOR  
SACRAMENTO, CA  
95814

PROCUREMENT SERVICES  
DIVISION

CENTRAL SERVICES  
6240  
CONTRACT SERVICES  
5747  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-

FAX: 916-808-

September 19, 2006

SUBJECT: Invitation-for-Bid B071187019, Mail Preparation and Presorting Services, City of Sacramento, California

1. The Invitation-for-Bid due date has been extended from September 27, 2006 to October 4, 2006.
2. All other terms, conditions, and specifications of IFB B071187019 remain unchanged.
3. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
4. 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) If the bid package 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 bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgement to be received at Clerk's Office, 915 I Street, Historic City Hall, Sacramento, California 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.

*Rachel Rosas*

Rachel Rosas, Program Analyst  
Procurement Services Division, Department of Finance

MAILING SYSTEMS INC

Company Name

JOHN MILLET SALES MANAGER

Printed Name and Title

*John Millet*

Signature and Date

10/4/2006



INVITATION FOR BID

MAIL PREPARATION AND PRESORTING SERVICES  
CITY OF SACRAMENTO, CALIFORNIA

Date and Time Bid Due

Bid No.

B071187019

CITY OF SACRAMENTO  
PROCUREMENT SERVICES  
DEPT OF FINANCE

September 27, 2006 at 2:00 PM

Bids are to be delivered at the  
City Clerk's Office, Historic City  
Hall, 915 I Street Sacramento,  
CA 95814

The return of a signed copy of this  
form shall constitute a promise to  
supply in accordance with all terms  
and conditions shown herein.

C  
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MSI  
2431 MERCANTILE DR  
Ste A  
RANCHO CORDOVA, CA  
95742

S  
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I  
P  
T  
O

F.O.B. City of Sacramento, Freight Prepaid  
and Allowed:

CITY OF SACRAMENTO  
Finance Department,  
Procurement Services  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814  
Attn. Rachel Rosas

BIDDER

By (Signature)

Print Name

John Mullet

Title

SALES MANAGER

Contractor Phone No.

916-631-7400

Contractor Fax No.

916-631-7488

Federal ID No.

68-0257715

Payment Terms

276 NET 20 DAYS

E-Mail Address

MSI@MSI.MAIL.UET

For furnishing to the Revenue Department and Central Services- Mail Preparation and Presorting Services, City of Sacramento,  
California. See Bid Section for Bid Proposal Items.

Contact for information: Rachel Rosas at 916/808-5918

9/11/06

Date Sent:

Rach

Prepared by:

City of Sacramento  
Procurement Services Division

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## GENERAL CONDITIONS

### 1 PREPARATION OF BIDS:

A All information requested of the contractor shall be entered in the appropriate space on all forms. Failure to do so may disqualify your order. Please print or type all entries in black ink.

B The time and/or date at or prior to which bids will be accepted may be extended or reduced without notifying all contractors in advance, if it is in the best interest of the City of Sacramento to do so.

C Bids received after the time and/or date specified may be accepted at the discretion of the Procurement Services Division.

D Time of delivery shall be stated as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City.

E Time of delivery may be a consideration in the award.

F Terms will be considered as net 30 if no cash discount is shown.

G All bids shall be signed by an authorized party and title shall be clearly indicated.

H Complete all detail on bid envelope tag enclosed.

I Any different or additional terms other than those contained in seller's acceptance are hereby rejected, unless expressly accepted by the City.

### 2 SPECIFICATION COMPLIANCE:

A Bids must comply in all respects with specifications.

B If the contractor has indicated that the product offered does not comply in all respects with the specifications, the contractor is to list in detail any and all deviations.

### 3 BRAND NAMES:

A Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

B Equal items will be considered, unless otherwise indicated, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality.

C When brand, number, or level of quality is not stated by the contractor, it is understood the offer is exactly as specified.

D If bidding on manufacturer's product other than that specified, contractor 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 contractor.

### 4 SAMPLES:

A Samples of articles, when required, shall be furnished free of cost of any sort to the City of Sacramento.

B Samples of articles selected may be retained for future comparison.

C Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at contractor's expense.

### 5 AWARDS:

The City of Sacramento reserves the right: (1) to award bid(s) received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bid(s), or any part thereof; (3) to waive any informality in the bid(s); and (4) to accept the bid that is in the best interest of the City. The City's decision shall be final.

### 6 LIABILITIES:

The contractor shall hold the City of Sacramento, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this bid, and agrees to defend, at its own expense any and all actions brought against the City of Sacramento or themselves because of the unauthorized use of such articles.

### 7 CASH DISCOUNTS:

A In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the City Accounting Office, if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

B Cash discounts offered for payment in less than 20 days will not be considered as basis for award.

### 8 DEFAULT BY CONTRACTOR:

In case of default by contractor, the City of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the City.

### 9 EQUIPMENT:

A All equipment is to be new and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.

B All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon the initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement.

### 10 MATERIAL SAFETY DATA SHEET:

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material also at any time the content of an MSDS is revised the contractor is required to provide new information relevant to the specific material.

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

**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 opportunity, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division, 915 I St., 2nd Floor, Sacramento, California 95814. If you would rather FAX your response to our office, the FAX number is (916) 808-5747. If you have questions, please call the Procurement Services Division at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE  
(Please complete all items that apply)

- We do not sell/provide 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 or Small Business Enterprise (E/SBE).  
*(Note: Application forms and information about becoming certified as an Emerging or Small Business Enterprise 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)

---

(Fold Here Second - Then Seal With Tape)

City of Sacramento  
Procurement Services Division  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Place  
Stamp  
Here

City of Sacramento  
Procurement Services Division  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

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(Fold Here First)

INVITATION-FOR-BID NO. B071187019

Mail Preparation and Presorting Services  
City of Sacramento, California

FOR SERVICES/SUPPLIES:

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 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: MAILING SYSTEMS INC

PHYSICAL ADDRESS: 2431 MERCANTILE DR Ste A  
RANCHO CORDOVA CA 95742

REMITTANCE ADDRESS (IF DIFFERENT THAN ABOVE):

EMAIL: MSI @ MSIMAIL.NET

PHONE #: 916-631-7400 FAX#: 916-631-7488

STATE TAX I.D. #: SRKH 28-90721 FED. TAX I.D. #: 68-0257715

City of Sacramento Business Operation Tax Certificate #: \_\_\_\_\_  
(Certificate # must be provided by time of award)

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor       Partnership  
 Corporation       Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: John Millet  
(signature of authorized person)

PRINT NAME: John MILLET

TITLE: 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: [ x ] 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

**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 two copies, 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 <http://www.cityofsacramento.org/finance/bids/>.
  - b. All bids shall be delivered to the designated recipient not later than the time specified on the Request for Bids.
  - c. Bids will be opened, in public, in the City Clerk's Conference Room, 915 "I" Street, First Floor, Historic City Hall, Sacramento, CA, 95814 at or after 2:00 P.M., September 27, 2006.

**(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.
1. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.
  2. **Bid Security.** Bid Security is:  Required  Not Required

If required, bid security approved by the City must accompany the bid, in the amount of 10% 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.

3. **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).

4. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
5. **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.
6. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
7. **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.
8. **Faithful Performance Bond.** A faithful performance bond is:  
[ ] Required [ X ] Not Required
9. **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.
10. **Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Request for Bids, 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 Request for Bids, 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.
11. **Bid Inquiries.** Questions regarding this bid should be submitted in writing to:

City of Sacramento	916/808-5918 (Telephone)
Procurement Services	<a href="mailto:Rrosas@CityofSacramento.org">Rrosas@CityofSacramento.org</a> (Email)
Attn: Rachel Rosas	
915 I Street, 2 <sup>nd</sup> Floor	

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.

12. **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.

**13. 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.

14. **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.
15. **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.
16. **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).
17. **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.

## REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "B."

**LIVING WAGE REQUIREMENTS**  
(Nonprofessional Service Contracts)

**The Living Wage Ordinance**

On December 9, 2003, the Sacramento City Council enacted a Living Wage Ordinance (the "LWO"), adopted as Amended Ordinance No. 2003-082 and codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their employees for time spent performing any work on the City contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the City's discretion, on or after March 1, 2004 (the "LWO Effective Date").

**Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific City contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to City, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the City of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the City has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.**

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>1</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.<sup>2</sup>

The minimum compensation required is as follows:

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<sup>1</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>2</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2004, \$9.00 per hour.
  - (b) During 2005, \$9.33 per hour.
  - (c) During 2006, the greater of \$9.67 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
  - (d) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2004, \$10.50 per hour.
  - (b) During 2005, \$10.87 per hour.
  - (c) During 2006, the greater of \$11.17 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
  - (d) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

#### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. In 2004, the living wage is \$9.00 an hour with health benefits and \$10.50 an hour without health benefits. In 2005, the living wage is \$9.33 an hour with health benefits and \$10.87 an hour without health benefits. In 2006, the living wage is at least \$9.67 an hour with health benefits and \$11.17 an hour without health benefits. And in 2007, the living wage is at least \$10.00 an hour with health benefits and \$11.50 an hour without health benefits. For more information, see chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees who earn less than \$12 an hour of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

### **Other Provisions of the LWO**

#### Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

#### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

#### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

#### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

### **Violations and Monitoring**

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps

as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

#### **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, on or after March 1, 2004, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

#### **Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the City's LWO program, contact Procurement Services at (916) 808-6747.

DECLARATION OF COMPLIANCE  
Living Wage Ordinance

Name of Contractor: MAILING SYSTEMS INC

Address: 2431 MERCANTILE DR STRA RANCHO CORDOVA, CA

Name of City Contract Subject to the Living Wage Ordinance: IFB. B071187019

MAIL Preparation and PRESORTING SERVICES  
Contracting Department: PROCUREMENT SERVICES DIVISION - FINANCE

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.

John Millet  
Signature of Authorized Representative

10/4/06  
Date

Print name: John Millet

Title: SALE MANAGER

**ITEMS REQUIRING BIDDER RESPONSE**

**NOTE: Bidders must provide responses 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. 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 39648



2. 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:

\_\_\_\_\_

**NOTE: 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 either the State of California or 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 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.

3. Business Operations Tax Certificate (B.O.T.C.)

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, First Floor, Sacramento, CA 95814, or telephone (916) 808-8500.

4. Interest in More Than One Bid/Quotation\*\*

Unless otherwise specified, more than one quotation/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/quotations in which the offeror is interested.

5. Pricing Schedule

Bidders must complete and return with their bid the **PRICING SCHEDULE**, see index.

6. Drug-Free Workplace Policy and Affidavit

Bidders must sign and return with their bid, the **Drug-Free Workplace Policy Affidavit**, see index.

7. Living Wage Ordinance Declaration of Compliance

Bidders must sign and return with their bid the **Living Wage Declaration**, see index.

8. Non-Discrimination in Employee Benefits by City Contractor 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**, see index.

9. 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 20 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").

10. PREAWARD SURVEY

**Contractor shall provide responses to the attached PreAward Survey. The results will assist the City of Sacramento in making a determination of responsibility in accordance with City of Sacramento, City Code, Paragraph 3.60.020, Determination of Lowest Responsible Bidder.**

11. 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:

- a. 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.
- b. 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, 730 I Street, Room 114, Sacramento, CA 95814, or telephone (916) 808-5853.

Pricing Schedule Notes

1. Labor, Materials, Equipment, and Supplies

Contractor shall provide all labor, materials, vehicles, and equipment required to perform bill printing and mailing service for the City of Sacramento's, Utility Department, in accordance with the terms, conditions, and specifications provided along with this Pricing Schedule.

2. Contract Intent

The City of Sacramento produces various types and quantities of mail, which is delivered to destination addresses by the United States Postal Service (USPS). The intent of this contract is to achieve postal cost savings by having a Contractor pre-process City mail to achieve favorable USPS rates. Contractor must be ML OCR CASS certified by the U.S.P.S.

3. Bidders shall offer prices on the basis of cost-per-piece for all mail, as specified. Every item must be bid in order for the bid to be considered responsive. Incomplete bids will be considered non-responsive and will not be considered for award.

4. Comingling. Bidder should consider that some mail will require additional postage for U.S.P.S permit requirements and may generate postage savings by co-mingling City mail with other mail processed by the Contractor. All Mail that is comingled per the U.S.P.S permit requirements will be given the same presort letter barcode rebate to the City.

Bidder should consider that some mail will require additional postage and mail with less than minimum pieces for U.S.P.S permit requirements may generate postage savings by co-mingling City mail with other mail processed by the Contractor. Mail that meets the U.S.P.S permit requirements (over 500 pieces) must have prior approval to co-mingle City mail with other mail.

5. Service Schedule

The following Service Schedule has been provide for your assistance in putting together pricing (next page).

<b>Service Schedule</b>				
Folding Description	Estimated Quantity	Folding Required	#of inserts	Insert Maximum Required
<b>Daily Mailings</b>				
Regular U.S. Mail	3,000	No	n/a	n/a
Utility Billings	9,000	Yes	5	3
Delinquent Utility Notices	400	Yes	2	1
<b>Total Daily</b>	<b>11,400</b>			
<b>Monthly Mailings</b>				
Dog License Renewals	1,500	Yes	2	1
Delinquent Dog Notices	500	Yes	2	1
Monthly Statements	4,000	Yes	5	3
Fire Invoices	300	Yes	2	1
<b>Total Monthly</b>	<b>6,300</b>			
<b>Quarterly Mailings (June, March, September, December)</b>				
Business License Renewals	6,000	Yes	4	3
Business Del/Audit	2,000	Yes	4	3
Warning of Violations	1,200	Yes	2	1
<b>Semi-Annual Mailings (March &amp; June)</b>				
Weed Abatement	4,000	Yes	2	1
<b>Total Semi-Annual</b>	<b>4,000</b>			
<b>Annual Mailings</b>				
NCF/Rent Renew/CR (March)	25,000	Yes	3	2
Liens (May)	9,000	Yes	2	1
Rental Del/Audit (June)	3,000	Yes	4	3
Utility User Rebate (Dec)	15,000	Yes	0	0
<b>Total Annual</b>	<b>51,000</b>			
<b>Occasional Mailings (Mailing dates and quantities per mailing will vary)</b>				
Special Mailings	20,000/yr	Yes	3	3
Misc Flyers	50,000/yr	Sometimes	3	Sometimes
<b>Total Occasional</b>	<b>70,000/yr</b>			

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**Mail Preparation and Presorting Services, Sacramento, CA**

in the City and County of Sacramento, California. The Work is to be done in strict conformity with the Contract Documents now on file in the Department of Finance, for the following sum:

<b>Mailing Services (Base Period)</b>			
Item	Description	U/M	Price
0001	City Processing Fee (1 <sup>st</sup> Ounce) – Letter Size. This is the rate that will be charged the City by the contractor for first-class letter-sized mail, and the rate that will be applied to letter-sized metered by the City. See Pricing Schedule Information for more information.	Per Piece  <i>.326</i>	  \$ <i>326.00</i>
0002	City Processing Fee (1 <sup>st</sup> Ounce) – Flats. This is the rate that will be charged the City by the Contractor for first-class flats mail, and the rate that will be applied to flats metered by the city. See information above for details.	Per Piece  <i>.429</i>	  \$ <i>429.00</i>
0003	City Processing Fee – Postcards. This is the rate that will be charged the City by the contractor for first-class postcard mail, and the rate that will be applied to postcard mail metered by the City. See Pricing Schedule Information above for details.	Per Piece  <i>.204</i>	  \$ <i>204.00</i>
0004	Sorting Fee. First Class Mail, Letter Size. To include sorting, bar-coding, and any other processing steps required.	Per Piece  <i>N/C</i>	  <i>N/C</i> \$ <i>0.00</i>
0005	Sorting Fee. First Class Mail, Flats. To include sorting, bar-coding, and any other processing steps required.	Per Piece  <i>.035</i>	  \$ <i>35.00</i>
0006	Sorting Fee. First Class Mail, Post Cards. To include sorting, bar-coding, and any other processing steps required.	Per Piece  <i>N/C</i>	  <del><i>N/C</i></del> \$ <i>0.00</i>
0007	Pickup Fee for Regular Pickups. For mail pieces at City locations for processing and same-day delivery to USPS; Two pick-us are regularly required on a daily basis.	Per Piece  <i>Per P/4</i>	  \$ <i>5.00</i>
0008	Pick Fee for Special Pickups. Unscheduled, on-request pickup of mail pieces at City locations for processing and same-day delivery to USPS.	Per Piece  <i>Per P/4</i>	  \$ <i>10.00</i>
<b>Subtotal Mailing Services</b>			  \$ <i>1009.00</i>

<b>Machine Inserting / Folding Services</b>			
Item	Description	U/M	Price
0009	Insert One (1) Piece	Price Per 1,000	\$ 16.00
0010	Insert Two (2) Pieces	Price Per 1,000	\$ 18.30
0011	Insert Three (3) Pieces	Price Per 1,000	\$ 20.00
0012	Insert Four (4) Pieces	Price Per 1,000	\$ 20.00
0013	Insert Five (5) Pieces	Price Per 1,000	\$ 22.50
0014	Insert Six (6) Pieces	Price Per 1,000	\$ 22.50
0015	Machine Fold	Price Per 1,000	\$ 8.00
<b>Subtotal Machine Inserting/Folding Services</b>			<b>\$ 127.30</b>

<b>Hand Inserting / Folding Services</b>			
Item	Description	U/M	Price
0016	Insert One (1) Piece	Price Per 1,000	\$ 65.00
0017	Insert Two (2) Pieces	Price Per 1,000	\$ 65.00
0018	Insert Three (3) Pieces	Price Per 1,000	\$ 85.00
0019	Insert Four (4) Pieces	Price Per 1,000	\$ 85.00
0020	Insert Five (5) Pieces	Price Per 1,000	\$ 105.00
0021	Insert Six (6) Pieces	Price Per 1,000	\$ 105.00
0022	Hand Fold, One (1) Fold	Price Per 1,000	\$ 45.00

IFB. B071187019  
Mail Preparation and Presorting Services

Item	Description	U/M	Price
0023	Hand Fold, Two (1) Folds	Price Per 1,000	\$ 65.00
<b>Subtotal Hand Inserting/Folding Services</b>			\$ 620.00

<b>Addressing Services</b>			
Item	Description	U/M	Price
0024	Labeling (Avery)	Price Per 1,000	\$ 45.00
0025	Cheshire Labeling (Paper)	Price Per 1,000	\$ 20.00
0026	Laser / Ink-Jet Printing	Price Per 1,000	\$ 10.00
<b>Subtotal Addressing Services</b>			\$ 75.00

<b>Miscellaneous Services</b>			
Item	Description	U/M	Price
0027	Meter Only	Price Per 1,000	\$ 12.00
0028	Meter and Seal	Price Per 1,000	\$ 12.95
0029	Ink-Jet / Indicia	Price Per 1,000	\$ 10.00
0030	Personalized Match Insertion	Price Per 1,000	\$ 95.00
0031	Tape Conversion to Provide Zip+4	Price Per 1,000	\$ 12.00
0032	Tape Conversion from PC disc to provide Zip+4	Price Per 1,000	\$ 6.00
0033	Flat Service Fee for Rejection of City Supplied Data Tape	Price Per 1,000	\$ 0
0034	1 Tab for Self-Mailers	Price Per 1,000	\$ 10.00

IFB. B071187019  
Mail Preparation and Presorting Services

Item	Description	U/M	Price
0035	2 Tabs for Self-Mailers	Price Per 1,000	\$ 20.00
0036	Storage Space for Envelope Inventory	NTE 6 Pallets	\$ 0
0037	Delivery of Stock Envelopes to City Hall (from Contractor's primary place of business to City Hall)	Per Trip	\$ 15.00
<b>Subtotal Miscellaneous Services</b>			\$ 35.00

	Subtotal Mail Inserting / Folding Services		\$ 127.30
	Subtotal Hand Inserting / Folding Services		\$ 620.00
	Subtotal Addressing Services		\$ 75.00
	Subtotal Miscellaneous Services		\$ 35.00
	<b>Total (Base Period)</b>		\$ 857.30

Physical Address of Contractor's Work Yard:

2431 MERCANTILE DR  
Ste A  
RANCHO CORDOVA, CA

Complete the information below or the above prices will be fixed for the term of the contract (potentially 5-years). For each year that the contract is extended, the total charge per item listed above may be increased in an amount not to exceed the following:

2<sup>nd</sup> Option Year N/A % increase above the base period  
 3<sup>rd</sup> Option Year 4 % increase above the 2<sup>nd</sup> Option Year prices  
 4<sup>th</sup> Option Year 6 % increase above the 3<sup>rd</sup> Option Year prices

Requests for price increases are to be made in writing and must state the actual percentage increase requested and reasons justifying the request for increase. The proposed percentage increases beyond the first year may be considered as a basis for award of contract.

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work when directed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **730 calendar days**, commencing on the date set forth in the agreement issued by the City to the Contractor.

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 Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, 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 Project Manager's estimate of the quantity of work to be 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 policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only 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 the Project Manager's estimate of the estimated quantities of work to be performed as items of work.

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

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	<u>B071187019</u>	DATE	<u>SEPTEMBER 19, 2006</u>
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

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If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

CONTRACTOR:

By John Millet  
(Signature)

John Millet  
(Print or Type)

Title SALES MANAGER

Address 2431 MERCANTILE DR  
STE A RANCHO CORDOVA, CA

Telephone No. 916-631-7400

Facsimile No. 916-631-7488

FEDERAL TAX IDENTIFICATION NUMBER

Federal Tax ID # 68-025 7715

CITY OF SACRAMENTO BUSINESS OPERATION TAX

Certificate No. \_\_\_\_\_

Date \_\_\_\_\_

Type \_\_\_\_\_

State \_\_\_\_\_

**PREAWARD SURVEY OF PROSPECTIVE  
NON-PROFESSIONAL SERVICE CONTRACTORS**

Contracts can only be awarded to contractors determined to be responsible in accordance with the City of Sacramento, City Code, Paragraph 3.60.020, Determination of Lowest Responsible Bidder. The City of Sacramento must have sufficient information available to make an affirmative determination that a prospective contractor currently meets the minimum standards as identified in the Invitation-for-Bid prior to contract award. In order to make the required determination and also to expedite the contract award, a list of similar major contracts with other governmental agencies or municipalities your firm has completed in the last three years. For each contract provide the following information, use a separate sheet of paper if necessary:

Company Name: MAILING SYSTEMS INC

Business Unit/Division: \_\_\_\_\_

Address: 2431 MERCANTILE DR STE A  
RANCHO CORDOVA, CA 95742

Point of Contact: John Millet

Telephone: 916-631-7400 Facsimile: 916-631-7488

Email: jmillet @ MSI.MAIL.NET

**Past Performance Information**

Project Title & Location: MASS MAILING OF VOTER

PHAMPHLETS FOR 2005 SPECIAL ELECTION

Project Contract/Reference Number: OSP-2522

Method of Procurement (choose all that apply):

Sealed Bid                       Request for Proposal  
 Competitive                       Other \_\_\_\_\_

Contract Type:

Fixed Price                       Other \_\_\_\_\_

Current Status of Contract: (Choose one.)

- Work is continuing and on schedule.
- Work is continuing and currently behind schedule.
- Work completed, no further action pending or underway.
- Work completed, routine administrative action pending or underway.

- ( ) Work completed, claims negotiations pending or underway
- ( ) Work completed, litigation pending or underway.
- ( ) Terminated for convenience.
- ( ) Terminated for default.
- ( ) Other (explain, use separate page if necessary):

References. Provide a name, telephone number, facsimile, and email for the contract:

Technical/Program Manager: MARK FORBES  
916-323-8680

Contracting Representative: STEPHANIE COUNTS  
916-324-6879

Project Relevance. Explain relevancy of the work performed to the current acquisition:

MASS MAILING 12 MILLION VOTER INFORMATION  
GUIDES, REQUIRED EXPERTISE IN: LOGISTICS, MAIL  
PREPARATION - COMPLIANCE TO LEGAL DEADLINES  
Awards Received for Work on Reference Project: NONE

Overall Performance Rating for Work on Reference Project: NOT EVALUATED

(If you did not receive a written performance rating, so indicate. If an official performance rating/evaluation was received, attach a copy.)

Performance Problems: (Provide details if applicable. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.)

Your role: (X) Prime ( ) Subcontractor ( ) Other: \_\_\_\_\_

Percentage and type of work you self-performed: % 100

Percentage and type of work you subcontracted: % \_\_\_\_\_

If you acted as the subcontractor, provide the contract/reference number, name, address, telephone number, and point of contact for the prime: \_\_\_\_\_

**Facilities and Equipment**

Provide a list of equipment and facilities owned, for performing the work and its present status as to whether or not it is committed to existing contracts. For each listed item, provide the following information: (use separate sheet of paper)

- Description of Equipment/Facility
- Quantity
- Condition
- Years of Service
- Present Status
- Leased vs. Owned.

DATE BID OPENED 10-4-06  
EMPLOYEE INITIALS V.M.  
MARK ONE BOX FOR EACH ITEM ONLY

**BID SECURITY**  
 NONE REQUIRED  
 PROPERLY SIGNED

**BID DEPOSIT TYPE**  
 BID BOND  
 CALIF. BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 CASH  
 CALIF. BANK MONEY ORDER

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

EMPLOYEE INITIALS \_\_\_\_\_  
DATE \_\_\_\_\_

**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

***BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED. Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.***

**The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:**

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing, within three years of the date of my signature below.

**EXCEPTION:** \_\_\_\_\_

Date	Violation Type	Place of Occurrence
------	----------------	---------------------

If additional space is required use back of this form.

**\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

**IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS**

DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: MAILING SYSTEMS INC

BY: Joe Miller SALE MGR Date: 10/4/06  
Signature Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

**REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE  
(EQUAL BENEFITS ORDINANCE)**

**INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

**APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

**DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

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

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

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

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

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "B."

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: MAILING SYSTEMS INC

Address: 2431 MERCANTILE DR Ste A RANCHO CORDOVA, CA

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with my City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
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.

- 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 4. (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 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 Ordinance 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 Requirements or of the Ordinance by me.

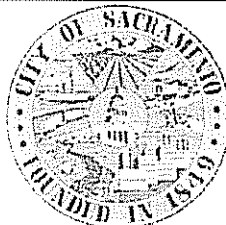
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

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

10/4/06  
\_\_\_\_\_  
Date

John MILLET  
\_\_\_\_\_  
Print Name

SALES MANAGER  
\_\_\_\_\_  
Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

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., 2nd Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

DECLARATION OF COMPLIANCE  
Living Wage Ordinance

Name of Contractor: MAILING SYSTEMS INC

Address: 2431 MERCANTILE DR STE A RANCHO CORDOVA, CA

Contracting Department: \_\_\_\_\_

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.

John Millet  
Signature of Authorized Representative

10/4/06  
Date

Print Name & Title: JOHN MILLET SALE MANAGER