



REQUEST FOR PROPOSALS – PROFESSIONAL SERVICES

Request for Proposals No.	P26211222001	
Project Name:	Food Literacy Floyd (Urban) Farm Community Action Plan	
Questions due by:	4/17/2026	12:00 PM PST
Proposal Due By:	4/24/2026	5:00 PM PST
Estimated Week of Interviews (if necessary)	Week of May 11	
Estimated Week of Award Notification:	Week of May 18	
Estimated Week of Contract Award:	Week of June 29	

PRE-PROPOSAL CONFERENCE MEETING

No

Yes, attendance is optional **-OR-** Yes, attendance is MANDATORY

NOTE: Proposals from proposers who do not attend a MANDATORY pre-proposal meeting shall be deemed non-responsive and their proposal will not be considered for the award of a contract.

Date:	Thursday, April 2, 2026
Time:	1:30 PM – 2:30 PM PST
Location site name:	Virtual Online via Teams
Address:	N/A
Bldg./Floor/Room:	N/A
City:	N/A
Link for virtual meeting:	https://teams.microsoft.com/meet/28782919308134?p=3wxVnuhuDBuzLzAHuZ

NOTE: The City of Sacramento reserves the right to modify the dates and other criteria listed at its sole discretion. Prospective proposers will be notified of any significant changes by addendum issued via the City of Sacramento's online bid portal. All information submitted in or in connection with a proposal is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a proposal that contains false information. The return of a signed proposal shall constitute a promise to supply in accordance with terms and conditions shown herein. All proposal submissions become public record.

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Attachments

Attachment 1 – Proposal Signature Form

Attachment 2 – Payment Discount

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Attachment 4 – Professional Services Agreement

1. SCOPE OF SERVICES

1.1 Introduction

The City of Sacramento, Department of Community Development

is soliciting proposals to: Design and facilitate community engagement services for a community advisory committee and the development of an action plan for the one-acre Floyd Farm operated by the Food Literacy Center near Leataata Floyd Elementary School to enhance mobility and air quality programs through technical analysis, data collection, outreach, and report preparation.

In response to the Request for Proposals, the City anticipates receiving competitive pricing as well as an assurance of quality services.

The City intends to award one contract, however, it may choose to award additional contracts as the City deems necessary to meet the City's needs.

The proposed budget for this project/contract is: \$150,000.

1.2 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

Task 1	Pre-Engagement/Existing Conditions and Data Analysis
Task 2	Engagement Plan Development/Coordination of Partners
Task 3	Execution of Engagement Workplan
Task 4	Evaluation
Task 5	Final Deliverables (due by September 30, 2027)

The objective of the contract is to have the Consultant serve as the City's Lead Community Engagement Trainer and Facilitator along with appropriate staff/subconsultants required for project planning, organizing, implementing, and evaluating a 16-member community advisory committee and urban farm action plan. The Consultant's Project Manager shall be an experienced community engagement facilitator and/or trainer, with soft skills to manage and work with diverse people, and sensitivity to local and regional issues. "Consultant/Contractor" is the team providing community engagement services.

The Consultant shall identify the Project team, including the facilitator(s) and community advisory committee members, to be involved in this project and for this contract. Additional staff and sub-consultants are to be brought in on an as-needed basis. The City maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the Project. In addition, the City may request a substitution, at any time, for a member of the Project team including the facilitator and/or community advisory committee members, if in the opinion of the City, the team member is not fulfilling their responsibilities. Consultant shall immediately provide a qualified substitute.

Listed below are tasks the consultant is expected to incorporate in the proposed Scope of Services. It is not intended that these tasks comprise a comprehensive list or are the only tasks required for this project. Each consultant team should, based on their expertise, develop a comprehensive oversight and management of the community engagement services, community advisory committee, and action plan development.

The consultant will provide complete community engagement services including pre-engagement services, project management, coordination meetings, scheduling assistance, cohort management and cohort contract administration services, quality control, public relations, public outreach, documentation, data collection, analysis, and support evaluation of the project. Community engagement and project management, scheduling, and administration services to be provided include all engagement activities undertaken by outside entities in connection with the project, as well as the monitoring and implementation of all engagement plans, pilot test of activities, workshops, meetings, and events associated with the project.

The City of Sacramento is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to the Food Literacy Floyd (Urban) Farm Community Action Plan. The Consultant shall provide all services necessary to complete the project.

Typical duties/Services to be Provided

Typical duties to be performed by Consultant personnel will include but not be limited to the following:

Task 1: Pre-Engagement

- 1.1 Facilitate kickoff project meeting with project team consisting of the City of Sacramento and Food Literacy Center.
- 1.2 Facilitate project team meetings with assistance from the Food Literacy Center to prepare agendas on a mutually agreed upon frequency (bi-weekly, monthly, or other).
- 1.3 Establish project charter and governance structure and decision-making process with the project team (City of Sacramento, Food Literacy Center, and Consultant).
- 1.4 Work with the Food Literacy Center and City to develop the community engagement work plan and subsequent action plan.
- 1.5 Establish the project charter, communication plan, and governance structure and decision-making process with the project team (City and Food Literacy Center).
- 1.6 Develop Community Engagement Work Plan to Establish the 16-member Community Advisory Committee from the neighborhood (the Cohort).
- 1.7 Establish Process for Cohort Development (application, selection process, compensation structure, and onboarding process).

Task 2: Engagement Plan Development

- 2.1 Facilitate engagement goal setting meetings and activities.
- 2.2 Develop Final Engagement Plan for Approval: Community Engagement Consultant and Food Literacy Center are ultimately responsible for implementing any plans and the project team will approve the final concept using a group consensus and governance model as agreed upon in the project charter.
- 2.3 Establish a Community Advisory Committee consisting of at least 16-members (exact frequency of meetings to be determined, this group should meet at least 6 – 12 times per year, could be weekly or bi-weekly or other frequency).
- 2.4 Prepare for execution of engagement plan.

Task 3: Engagement Plan Execution

- 3.1 Facilitate kick off of the Community Workshop to introduce the neighborhood action planning process.
- 3.2 Organize and facilitate with Food Literacy Center the Community Advisory Committee meetings (to ensure a sustained core of engaged community members).
- 3.3 Support the Food Literacy Center in leading Pilot activities (up to six pilot activities per year). Pilot activities will be designed and implemented with the Food Literacy Center with support from Community Advisory Committee members.
- 3.4 Lead Visioning and Goals Workshop(s).

- 3.5 Present with Food Literacy Center to host a Preliminary Strategy Workshop with potential projects, activities, and approaches to address the goals identified in the Vision and Goals Workshop and in other engagements.
- 3.6 Present with Food Literacy Center a Draft Plan Preview Workshop for the community advisory committee and community to review, comment on, and further refine as needed.
- 3.7 Launch the Final Plan Release and Open House to begin pilot programs. Attendance at pilot programs will be tracked by Food Literacy Center and shared with Community Engagement consultant to include in the final work plan and guide its final direction.

Task 4: Evaluation

- 4.1 Support the evaluation processes and support the Food Literacy Center throughout the project.
- 4.2 Co-develop with Food Literacy Center data collection instruments for use throughout the project.
- 4.3 Ensure data collection with Food Literacy Center and lead data analysis and research efforts.
- 4.4 Summarize Findings, Lessons Learned, and Successes.
- 4.5 Ensure Quality Assurance/Quality Control.
- 4.6 Establish feedback loops, structures, and processes for meeting highest standards of quality and experience for participants.
- 4.7 Establish a process for recognizing and navigating conflicts, team dynamics, and restorative practices for improving relationships and social capital.
- 4.8 Organize End of Project Interviews and Focus Groups with input from Food Literacy Center on roster of participants.

Task 5: Final Deliverables

- 5.1 Work with Food Literacy Center to create the Final Product Deliverable: A Food Literacy Urban Farm Strategic/Action Plan for Floyd Farm that includes community-led solutions and recommendations to address existing barriers for space activation and connection with transportation and mobility improvements.
- 5.2 Work with Food Literacy Center to Develop, Track, and Summarize Evaluation Metrics.
- 5.3 Provide an Evaluation Report on community-defined evidence-based best practices for effective community engagement (focus group summaries).
- 5.4 Work with Food Literacy Center to share Best Practices and Lessons Learned/Project Reflections.
- 5.5 Support presentations by the City and Food Literacy Center to local governing bodies for support: City Council/Youth, Parks, and Community Enrichment, SHRA, SACOG, SCUSD or other boards/commissions as needed to share outcomes.
- 5.6 Work with Food Literacy Center to submit Project Closeout Report (due December 31, 2027).

Because this project is funded with federal, state, and local funds, the Consultant must comply with all applicable local, state, and federal laws and regulations.

2. CURRENT CONDITIONS

2.1 About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 500,000. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues, and emphasis on quality in the provision of governmental services. Sacramento is a Charter City, which operates under a City Council Manager form of government. It has an annual budget of \$1.6 billion and approximately 5,000 full-time equivalent positions.

2.2 Current Project Conditions



With funding from the [SACOG Engage, Empower, and Implement \(EEI\) Regional Funding Program](#), the City of Sacramento intends to partner with the Food Literacy Center and a community engagement consultant to lead the development of a 16-member community advisory committee starting from the date of notice to proceed. The City of Sacramento, in partnership with the Food Literacy Center, aims to facilitate a community-driven planning process to develop an urban farm action plan to enhance mobility and air quality programs at the one-acre Floyd Farm operated by Food Literacy Center near Leataata Floyd Elementary School. Surrounding neighborhoods consist of public and affordable housing communities at Alder Grove, Marina Vista (also known as New Helvetia and Seavey Circle), and Land Park Woods. In 2011, Northwest Land Park LLC planned with the Sacramento City Unified School District (SCUSD) to use excess land at Leataata Floyd Elementary, located at 401A McClatchy Way, to establish the “Floyd Farms and Community Garden.”

In 2021, Food Literacy Center moved into this new space featuring a cooking school, commercial kitchen, office space, and urban farm. The school district owns the student farm site property along with a recreational easement with the City of Sacramento Youth, Parks, and Community Enrichment Department (YPCE), **with the potential for the farm to serve a public park function.**

The site is currently under-utilized by elementary school students who receive some gardening classes during the school year. The farm has capacity to accommodate additional community programs to improve mobility and air quality for residents and provide additional public space benefits. This RFP seeks to facilitate community engagement and planning processes to conduct meaningful outreach for designing ongoing programs to increase activity and realize the potential of Floyd Farm as an educational asset and public space. The City of Sacramento in partnership with the Food Literacy Center and a community engagement consultant (the project team) will lead the Floyd Farm community assessment project.

Food Literacy Center has been operating Floyd Farms since October 2021, and before that, led the planning efforts that brought this site to reality. The nonprofit also has a long-standing relationship and an eight-year track record of working with the 250 Leataata Floyd Elementary students who live in the nearby Alder Grove and Marina Vista (Seavey Circle and New Helvetia) public housing properties.

The project team (consultant, Food Literacy Center, and City) intend to work directly with the Leataata Floyd school and residents to:

- Organize and facilitate a 16-member community advisory committee (the Cohort) to create an action plan for programs at Floyd Farm (including a community needs assessment),
- Survey of accessibility of the location,
- Identify workforce development training and partnership opportunities,
- Support efforts that address elementary school education, and
- Support climate change and sustainability goals to activate this green space for the public.

Approach, Policy Framework, and Setting

On February 27, 2024, City Council adopted the 2040 General Plan, which includes an [Environmental Justice Element](#). The Environmental Justice Element includes policies that focus on improving access to and awareness of healthy foods, including all policies under Goal EJ-2 *Equitable access to fresh, healthy, and affordable food and wider access to healthy food resources in disadvantaged communities*.

Sacramento Area Council of Governments (SACOG): Engage, Empower, and Implement Regional Funding Program

[Engage, Empower, Implement](#) (EEI) is a new funding program that established and funds community-based outreach and engagement projects throughout the six-county SACOG region. Community-based organizations (CBOs) and SACOG member jurisdictions will partner to plan and implement these projects in their local communities with assistance from the EEI process, technical resources, and tools. EEI will incorporate community-led planning and design principles to identify communities' priorities and develop projects that meet their needs. Through this collaborative planning process with member jurisdictions and CBOs, the region will be able to identify and create community-driven and equitable projects ready for federal, state, and local funding opportunities.

The desired outcomes of EEI are twofold:

- The development of projects or plans with and for historically disinvested communities, as defined by SACOG.

- Investment in meaningful community engagement processes that lead to reestablished trust and restored relationships between cities, counties, and community organizations that are closely connected to the region's residents.

On July 30, 2024, Council [passed a motion](#) authorizing the City Manager, or City Manager's designee, to submit up to two grant applications to SACOG for up to \$500,000 per application for the Food Literacy Center Proposed Community Engagement Project and the North Sacramento Community Capacity Building Project. On August 9, 2024, CDD staff submitted the SACOG EEI program grant application for the Food Literacy Urban Farm Community Action Plan, requesting \$498,743.24. The City of Sacramento intends to partner with the Food Literacy Center to facilitate a community-engaged planning effort with surrounding residents focused on Floyd Farm, a one-acre student farm, near the Leataata Floyd Elementary School. On October 31, 2024, SACOG staff informed CDD staff that this project was fully funded and was approved by SACOG on November 14, 2024. On November 14, 2024, SACOG Board of Directors approved funding for the [Engage, Empower, Implement \(EEI\) program](#).

This board-led funding program is dedicated to investing regional funds into disinvested communities across the six counties of SACOG. The SACOG board allocated \$3.8 million to create a planning and development process that encourages partnerships between cities and counties and local community-based organizations (CBOs) to plan for more equitable projects together. As one of the 11 projects, the City of Sacramento intends to partner with the Food Literacy Center to facilitate a community-engaged planning effort with surrounding residents focused on Floyd Farm, a one-acre student farm adjacent to Leataata Floyd Elementary School.

On June 10, 2025, City Council [adopted a resolution](#) to establish the grant project budget for the Food Literacy Urban Farm Community Action Plan Engage, Empower, Implement (EEI) Initiative. We anticipate beginning this 24-month project in early 2026 upon establishment of the project team. [Floyd Farm](#) is a student farm and garden designed with one goal in mind: encourage children to eat their vegetables. Their primary focus has been on teaching hands-on cooking and nutrition to elementary school students in Title-1, low-income schools since 2011. Located at 401A McClatchy Way, the new facility adds garden instruction for Leataata Floyd Elementary students.. Together, this portfolio of programs helps improve access to healthy food in communities facing barriers to access and increase prevention of health disparities that result from diets lacking healthy produce.

Anticipated Outcome(s)

Promote healthy food access and identify partners, particularly those in underserved areas, (geographic areas or communities that have historically suffered disproportionate burdens and harms related to health, wealth, work, and opportunity) and those with lower socio-economic status to participate in local food production, distribution, and consumption.

Promote a Community of Practice through activities that increase outreach, collaboration, and co-creation with communities impacted by racial inequity.

Some key indicators of project success and metrics include (deliverables):

- **At least 16 community advisory committee members recruited and retained throughout the planning process (the Cohort).**
- Documentation of the cultural differences in food preferences by residents/students.
- Up to six pilot activities per year will be field tested on the farm (note that some activities will be one-time and some may be a series). We will look for attendance, interest and engagement at these programs as a measure of success.
- Attendance will be tracked at each pilot event, which will also incorporate opportunities for participants to provide input on planning for site development and programming.

- Attendance at meetings and pilot events by committee members will be tracked.
- **Floyd Farm Action Plan (launch, implement, and evaluate plan).**

Need/Proposed Project

Food Literacy Center's one-acre farm is underutilized by the elementary students served through field trips and garden classes. The limited amount of time and activity level provided by students does not meet the current needs of the large space. This allows Food Literacy Center **the opportunity to think creatively about the needs of the larger community and its dual purpose as a public park.** This project seeks to hold community visioning sessions to seek input from those living and working near the farm, including school employees and nearby residents, and community partners.

The direction this farm project takes will depend on the input gathered by the community advisory committee and key care holders who could benefit from this project. The Food Literacy Center wants to hold true to its two primary goals: 1) garden education for Title-1 elementary students, and 2) access to open space as a public park.

This project provides the opportunity to explore how the farm can complement Food Literacy Center's existing programs like the Oak Park Farmers Market, meal kit distributions, and student education to further meet the needs of a population that is food and nutrition insecure.

The Project is in the City of Sacramento adjacent to Leataata Floyd Elementary school at the Food Literacy Center at 401A McClatchy Way, Sacramento, CA 95818.

Building on the principles of community engagement and grassroots community organizing efforts, the City of Sacramento intends to work with the Food Literacy Center to develop an action plan that will activate Floyd (Urban) Farm and improve access to seasonally available, locally grown produce to improve VMTs and transportation needs of local residents to access fresh food. To meet these objectives, the project will convene residents through meetings, maintain a 30-day travel log prior to, during, and after the project (documenting destination, mode of travel, distance, costs, and any challenges encountered along the route), contribute to development of the action plan, review and provide input on draft plans, attend and participate in pilot activation events, and work closely with partners to assist in outreach and communication efforts.

This Project has federal funding; therefore, federal procurement, documentation, and reporting rules apply to the project. The Project must comply with Caltrans Local Assistance Procedures Manual for federally funded projects and all applicable local and state guidelines.

Project Partners

The project team will engage and work with residents near Floyd Farm to co-create the vision for this Plan. Additional partners will include neighborhood groups, schools and parent organizations, businesses, faith-based groups, and community-based organizations that work on mobility access, transportation, and air quality efforts. Effective outreach will be important to build community relationships, trust, and mutual support. A community advisory committee will be established consisting of community groups and advocates to build capacity and inform the project team throughout the planning process and provide valuable input on key deliverables.

A technical advisory group will be formed by city staff and engaged to help inform project deliverables, feasibility, including staff from Public Works and Youth, Parks, and Community Enrichment, and others as needed. Additional partners to be engaged include but are not limited to: SHRA, local farms, farmers, elected officials and representatives, and service providers in the area.

A database of the care holders and partners engaged in the project will be created to ensure communications and coordination is streamlined.

Deliverables

The project will result in a *Food Literacy Urban Farm Strategic/Action Plan for Floyd Farm* that documents community-led solutions and recommendations to address existing barriers for space activation and connection with transportation and mobility improvements.

Additional deliverables include:

- Project closeout report (summary of surveys from pilot program attendees, quality and value of experience by community advisory committee members)
- Evaluation summary (metrics from pilot activities field tested on the farm, tracking of selected metrics)
- Documentation of community needs and opportunities (community-defined evidence practices for effective community engagement, can be focus group summaries)
- Best practices and lessons learned from project reflections (successes, challenges, and areas for improvement while working with a community advisory committee and fostering a space to address barriers to mobility, accessibility, and transportation as it relates to the farm and surrounding neighborhood)

3. PROPOSAL SUBMISSION

The City shall not accept proposals after the submission deadline specified in this RFP and will not consider late proposals under any circumstances. Each proposal that is submitted for consideration shall include, at a minimum, the RFP transaction number, project name, company name, and the information as called for in the section below. To be considered your proposal(s) shall be responsive to all items set forth below:

3.1 Submit Proposal Responses

Electronically via the city's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

-or-

Hard (paper) Copy or Copies to:

One (1) electronic PDF copy of the Community Engagement Proposal uploaded to PlanetBids.

Note: All references to the maximum number of pages are to a single side, not including tabs or section dividers. A twenty-five (25) page maximum proposal may be submitted for required items 1 through 8 (see section 3.4 below for submittal requirements). The minimum font size for the body text shall be 12 point. The required page limit does not apply to items 9 through 11 (see section 3.4 below for submittal requirements). An appendix may be included for supplemental information but not considered in the ranking of proposals.

The City of Sacramento will not consider proposals submitted in a format other than specified above.

3.2 Fee Schedule Submittal

Submit fee schedule(s) and hourly rates electronically using the rate sheet(s) provided

3.3 Standard Forms to be Submitted with Proposal

- Fee Schedule as outlined in section 3.2
- Proposal Documents as outlined in section 3.4
- Attachment 1 - Proposal Signature Form
- Attachment 2 - Payment Discount Form
- Attachment 3 - Exhibit 10-Q Disclosure of Lobbying Activities

3.4 Additional Proposal Submittal Requirements

Guidelines for Community Engagement Proposal Submittal

These guidelines were developed to standardize the preparation of proposals by Consultants. The purpose of these guidelines is to ensure consistency in format and content of proposals that are prepared by consultants and submitted to the City. This process will reduce the time required for the Consultant to prepare a proposal and will simplify the review process by City staff.

The proposal should contain the following information:

1. Introductory Letter
2. Office Location at Which Work will be Performed
3. Qualifications and Experience of Project Manager and Team
4. Project Understanding and Approach
5. Scope of Services (workplan)
6. Project Schedule
7. Supportive Information
8. References (at least three)
9. Litigation
10. Conflict of Interest Statement
11. Work Hours (hourly rates) and Cost Estimate (use the cost proposal/fee schedule worksheet provided)
12. Disclosure of Lobbying Activities

Proposal should include the following information:

1. Introductory Letter

This letter should be addressed to:

Fatima Malik, Associate Planner

City of Sacramento, Community Development Department

Long-Range Planning Division

300 Richards Blvd., 3rd Floor

Sacramento, CA 95811

Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. **This letter should reflect the Consultant's project understanding and summarize critical issues, challenges, milestone tasks, and appropriate resourcing.** This should be based on information available in this RFP, from a site visit, available documents, and from application regulations and requirements. This letter should also contain an expression of the consultant's interest in the work, a brief summary statement regarding the qualifications of the consultant to do the work, and a brief

summary of any information about the project team or the consultant that may be useful or informative to the City.

This letter must be signed by an authorized representative. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered non-responsive and rejected.

2. Office Location at which Work will be Performed

Identify the office location or locations where the consultant and any sub-consultants will complete the work. Explain where the services will be provided and what type of equipment is needed to perform services (if applicable).

3. Qualifications and Experience of Project Manager and Team

An organization chart for the proposed team must be included.

Describe the consultant project manager's qualifications, roles, and responsibilities.

Describe how the consultant team will be organized. Discuss the qualifications and experience of the consultant firm and/or project team on similar projects. Specific experience with City, state, and federal projects and procedures should also be included (if applicable). List of personnel who will be working on the project, and their resumes.

Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the technical proposal and resumes of subconsultants should be provided.

NOTE: After the contract is awarded, the City must approve any changes in key personnel before they are made. Loss of key personnel or subject matter experts by the firm without a replacement that has been approved by the City via supplement to the original contract, may result in the City terminating its contract or the selected firm.

4. Project Understanding and Approach (Methodology)

Describe the work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.

The proposal shall include a discussion which presents the consultant's understanding of the project and their approach to delivering the work. Identify key personnel that will be made available to the project and define their level of involvement. This description should be concise yet include sufficient detail to describe the planned approach. This project has a mixture of funding sources, including federal funds awarded through SACOG. Include any special services your firm offers to meet the City's need for timely completion and overall success in project delivery.

Using the details in the Scope of Services, provide an outline of your firms' plan to develop, implement, and operate the requested services.

- Describe the roles and organization of your proposed team for this project. Please indicate the composition of subcontractors (if applicable) and number of project staff, facilities available and experience of your team as it relates to this project.
- Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment

with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Supportive information

Supportive information may include graphs, charts, photos (with captions), etc. Information shared is to the consultant's discretion.

6. Scope of Services (Workplan)

Identify key personnel that will be made available to this project and define their level of project involvement and commitment. Describe the responsibilities of key team members and explain how they will interact with respect to the delivery of critical tasks. The proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the schedule outlined in the proposal.

This proposal shall include a Scope of Services which details the work phases to be completed, the tasks to be accomplished, and the deliverables to be provided.

The scope of services will ultimately become part of the contract by reference to the proposal. The consultant's internal control for ensuring communication with City staff is adequate and timely and that submittals are complete and on time should also be discussed (quality assurance/quality control). This section should be concise yet include enough detail to completely describe the planned approach.

Description of how the objectives will be achieved shall be presented in a logical and feasible plan. The plan should describe each phase or task of the work to be undertaken including the person-hour level of effort for each class of personnel and for each subconsultant.

- Include a detailed Scope of Work Statement describing all services to be provided.
- Describe project deliverables for each phase of your work.
- Describe your cost control and budgeting methodology for this project.

7. Project (Work) Schedule

The consultant shall prepare a delivery schedule that is both adequate and reasonable to ensure timely completion of the tasks listed in the Scope of Services. In order to assess the duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The project planning schedule shall meet the Project Schedule (see page 12), however, expedited schedules are preferred with justification for timeline feasibility.

8. References

This section should describe work which is similar in scope and complexity to the project and which the consultant team has undertaken in the last five years. A discussion of project challenges and solutions developed by the team is highly recommended.

The City of Sacramento will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects should be similar in nature to the request and must illustrate the quality, type, and past performance of the project team. Submittals shall include a summary of at least three projects within the past five years which include the following information:

- Contracting agency

- Contracting agency Project Manager
- Contracting agency contact information
- Contract amount
- Funding source
- Date of contract
- Date of completion
- Consultant Project Manager and contact information
- Project Name and Objective(s)
- Project Description
- Project Outcome

9. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

10. Conflict of Interest Statement

The prospective consultant (including all subconsultants) shall disclose any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under any contract to be awarded pursuant to this RFP. Conflicts of interest include, but are not limited to: financial, business, or other relationships with the City that may have an impact upon the outcome of this contract or any City construction project in the areas of study or adjacent to the areas of study. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract.

a. Generally, under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the City are required to comply with the City's Conflict of Interest Code. The term "designated employees" includes individuals working for contractors providing services or performing work for the City, if such individuals are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The City's Conflict of Interest Code requires individuals who qualify as "consultants" to file the following statements of economic interests with the City:

- An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor.
- Annual statements of economic interest while the agreement remains in effect, to be filed not later than April 30th of each year.
- A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The City's Conflict of Interest Code also requires individuals who qualify as "consultants"

under the Political Reform Act to comply with the conflict-of-interest provisions of the Political Reform Act, which generally prohibits individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

b. **Conflict of Interest Statements.** The standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered “consultants” within the meaning of the 23 Political Reform Act and the City’s Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the proposer’s acknowledgement and agreement that, if the proposer is awarded the agreement by the City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City’s Conflict of Interest Code.

c. In addition, if the proposer is awarded the agreement by the City, such proposer shall cause the following to occur within 30 days after execution of the agreement:

(1.) The proposer shall identify the individuals who will provide services or perform work under the agreement as “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code

(2.) The proposer shall cause these individuals to file with the City Representative identified in the agreement the “assuming office” statements of economic interests required by the City’s Conflict of Interest Code

(3.) Thereafter, throughout the term of the agreement, the proposer shall cause these individuals to file with the City Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the City’s Conflict of Interest Code. The City may withhold all or a portion of any payment due under the agreement until all required statements are filed.

11. Cost Proposal

The proposal shall include a cost proposal for each task/service of the proposal. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Consultant shall prepare a Cost Per Unit estimate with progress payments at defined milestones/tasks.

Please reference and use the Cost Proposal Worksheet in the Attachments section in Planet Bids.

Labor costs and other direct costs shall be segregated in the fee proposal and submitted in the format as shown in the Cost Proposal spreadsheet. This information will be made available to the Consultant Selection Panel during the review and selection process.

Selected Consultant will be required to submit certified payroll/payment records, as required.

Other Direct Cost Guidelines

Other Direct Costs (ODCs) may only include those items not covered in indirect costs and must list specific items at cost. All ODCs need to be itemized in the Cost Proposal Worksheet and be compliant with Federal Acquisition Regulation (FAR). Receipts or other appropriate documentation must be provided for reimbursement of ODC items and no mark-up is permitted.

Ineligible ODCs

Use of in house equipment (e.g., computers, phones, printers), office supplies, copies, and other items generally associated with doing business should not be included in ODCs. Food items and travel to and from the employees’ home to the office are not allowable ODCs.

Travel

Mileage from an employee's home to the office is not reimbursable. Mileage from the office to the work site or off-site meetings may be allowable if approved by the City's Project Manager and only if the consultant is traveling from out of the area. If required for the project, all hotel costs and air fare must be within Caltrans rate (i.e., at lowest available airfare, reasonable hotel rate for area). All travel must be pre-approved by the City's Project Manager.

Estimating ODCs

Any ODCs need to be itemized with a not-to exceed total for each item. If an ODC item is not listed, it will not be reimbursable under the contract. Please consider the total costs for each individual item to determine if it warrants individual tracking and invoicing or whether it should more efficiently be absorbed within overhead costs.

Potential ODCs. (These are examples only; they may not be appropriate in each individual case):

Potential ODCs. (These are examples only; they may not be appropriate in each individual case):

Description	Rate
Printing/Reproduction (outside vendor only)	At Cost
Permits/Fees	At Cost
Lab Analyses/Test (list specifics)	Per Test Cost
Equipment (list specifics)	At cost/ lease rate
Field Equipment/Supplies (outside vendor)***	At cost
Shipping/Postage	At cost

*Units: Include if here is a relevant per-unit cost (e.g., \$40 per traffic count location)

12. Disclosure of Lobbying Activities (Exhibit 10-Q)

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Additional forms that the proposing Consultant shall complete and submit include the Disclosure of Lobbying Activities (LAPM 10-Q). Please submit Exhibit 10-Q (Disclosure of Lobbying Activities) as part of your proposal.

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award: any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and/or have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and [Local Assistance Procedures Manual](#).

13. Complete and sign the Proposal Signature Form (Attachment 1)

14. Complete and sign the Payment Discount Form (Attachment 2)

3.5 Performance Bond

A performance bond is: Required Not Required

If required, a performance bond approved by the City must be submitted by the successful proposer within ten days of the notification of the intent to award, in the amount of N/A. % of the total amount of the proposal. The performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney.

3.6 Certificate of Insurance

Successful proposers are REQUIRED to submit the necessary certificate(s) of insurance and endorsements as called for in the contract's General Provisions prior to award of the contract.

3.7 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 proposers will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit:

<https://www.cityofsacramento.gov/finance/revenue/business-operations-tax>

4 APPLICABLE ORDINANCES AND PROGRAMS

4.1 Local Business Enterprise (LBE) Five Percent (5%) Proposal Evaluation Preference

The LBE 5% Preference **is applicable** to this Request for Proposals.

-or-

The LBE 5% Preference **is not applicable** to this Request for Proposals.

-or-

The LBE 5% Preference **is not applicable** to this Request for Proposals as the project is Federally-funded.

For contracts under \$250,000, firms that qualify as a local business enterprise (LBE) will receive a 5% preference on all City procurement opportunities. The prime proposer must qualify under the LBE to receive preference points and subcontractors may not be considered. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Detailed information about this program can be found in the City's LBE Policy, located at:

<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

4.2 Local Business Enterprise (LBE) Participation Program

The LBE Participation Requirement **is applicable** to this Request for Proposals.

-or-

The LBE Participation Requirement **is not applicable or has been waived** for this Request for Proposals

-or-

The LBE Participation Requirement **is not applicable** for this Request for Proposals as the project is Federally-funded.

The LBE Participation Program is applicable to non-professional, professional, and public project/construction contracts \$250,000 or more unless waived by the City Manager or the City Manager's designee. This program provides enhanced opportunities for the participation of qualifying business in the City's contracting and procurement activities. A minimum of 5% LBE participation is required. To receive credit for the 5% minimum participation requirement, proposers must either (a) be an LBE, or (b) subcontract with a qualified LBE. Proposers wishing to qualify for this requirement using subcontractors must submit the Subcontractor and Local Business Enterprise Participation Verification Form with their proposal.

Detailed information about this program and the Subcontractor and Local Business Enterprise Participation Verification Form can be found at: <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

4.3 **SB 1383**

Goods/services being requested on this solicitation qualify as Recovered Organic Materials and **will be subject to reporting requirements outlined in SB 1383.**

-or-

SB 1383 requirements are **not applicable** to this solicitation.

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products to meet their annual procurement target. These procurement requirements will strengthen California's green, self-sustaining economy. CalRecycle assigns an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfil their target by procuring any combination of the following recovered organic waste products:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, Electricity) from Anerobic Digestion and Electricity from Biomass Conversion.

Full regulatory requirements can be found at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

4.4 **Additional City Ordinances**

Information on additional ordinances may be found at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount:

<https://www.cityofsacramento.gov/content/dam/portal/finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf>

5 EVALUATION PROCEDURES

5.1 Evaluation Process

The City should validate and evaluate all proposals received before the evaluation deadline specified in this RFP. All requirements identified in this RFP must be satisfied to ensure that a proposal will qualify for consideration.

5.2 Evaluation Categories and Scoring

WRITTEN PROPOSAL	POINTS
<p>Project Understanding</p> <p>Team communicates understanding of the project and condition nuances and has experience with the development of an action plan and a community advisory committee.</p> <p>Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be returned upon the completion of the competitive process.</p>	5
<p>Project Team (Qualifications and Experience):</p> <p>Team organization, qualifications, and experience of the firm on similar projects, project manager, and sub-consultants on similar projects. Experience with organizing and managing cohorts. Experience with City, state, and federal projects and procedures.</p> <p>Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services on both federal and nonfederal-aid projects. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.</p> <p>Roles and Organization of Proposed Team: Proposes adequate and appropriate disciplines of project team. Some or all of team members have previously worked together on similar project(s). Overall organization of the team is relevant to City/project needs.</p>	10
<p>Project Approach/Community and Cultural Brokering Ability:</p> <p>Engagement logistics, quality control/quality assurance measures, curriculum, methodologies, modalities. Consulting team experience bridging connections between City staff and communities historically disconnected from City planning processes and engagement. Experience working with underserved/disadvantaged communities and/or hard to reach community members.</p> <p>Project and Management Approach: Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project. Team successfully addresses Site Planning and Programming efforts. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.</p> <p>Roles of Key Individuals on the Team: Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project. Key positions required to execute the project team's responsibilities are appropriately staffed. Working Relationship or Intention to work with City. Team and its leaders have experience/interest working in the public sector and knowledge of public sector</p>	15

procurement process. Team leadership understands the nature of public sector work and its decision-making process. Proposal responds to need to assist City during the project.	
Project Work Plan (SOW) and Schedule: Assignment and organization of tasks, understanding of interrelationship and dependency of critical tasks, hour commitment to each task, deliverables. Detailed Scope of Services to be Provided: Proposed scope of services is appropriate for all phases of the work. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule. Project Deliverables: Deliverables are appropriate to schedule, and scope set forth in above requirements. Cost Control and Budgeting Methodology: Proposer has a system or process for managing cost and budget. Evidence of successful budget management for a similar project.	15
Cost Proposal: Proposal clearly defines cost in spreadsheet format	30
SUBTOTAL FOR SHORTLISTING	75
References- Provide at least three (3) agencies/clients for whom the proposer has performed work of similar nature to the request.	5
TOTAL FOR WRITTEN PROPOSALS	80
INTERVIEW (optional*)	
Presentation and Communication Skills by PM: Project understanding, critical issues, innovation, and communication skills.	10
Critical problem-solving skills: Ability to overcome challenges and apply critical thinking skills to solve problems	5
Q&A: Response to panel's questions	5
SUBTOTAL	
TOTAL FOR INTERVIEWS	20
TOTAL POSSIBLE POINTS	100
RANKING OF PROPOSER (assigned after completion of scoring)	

5.3 Point System Used to Rank Proposals

A point system will be used to evaluate the proposals. The weight assigned to each criterion reflects what is most important to the success of the project to achieve the desired outcome. Pricing may not be the most

important factor in all projects. Contract(s) will be awarded based on which proposal(s) are deemed to provide the best value to the City.

At the completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed; the award will be made to the proposer(s) determined to provide the best value to the City.

*If interviews are not conducted, the award will be based solely on the scores of the written proposals. If interviews are conducted, the award will be based on the combined scores for the written proposals and interviews.

6 ADMINISTRATIVE REQUIREMENTS

6.1 Electronic Proposal Document Availability

Official Electronic copies of this proposal document can be obtained only from the City of Sacramento's official online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

Any additional information (Addenda, Q&A, etc.) pertaining to this proposal will also be found at the above link.

Proposal information obtained from third party sources will not be considered official and will not fulfill a proposer's responsibility for all official proposal information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and/or non-responsive.

6.2 Questions

All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline:

<https://pbsystem.planetbids.com/portal/15300/portal-home>

Written responses to questions will be provided by the City as either an addendum or an email to all prospective proposers via the City's online bid portal.

If a question arises *after* the Q&A Deadline – it may be emailed to mchao@cityofsacramento.org. If the department soliciting proposals determines a response is needed, it shall issue an addendum to the solicitation to re-open the Q&A period to allow the question to be asked and answered via the online bid portal and to allow other prospective proposers to submit additional questions for a limited period of time.

6.3 Proposal Submission

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that the specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the City and may be reviewed and evaluated by any persons at the discretion of the City following the publication of an intent to award a contract or contracts.

6.4 Proposals Become Public Records

Upon execution of a contract by the selected consultant(s), all proposals received in response to this RFP shall be regarded as public records and will be disclosable upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFP.

The City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

6.5 Proposal Expenses

All Proposers responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any Proposer for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City, or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations. Proposers shall not include any such expenses as part of the price proposed in response to this RFP.

6.6 City Rights

The City reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on a review of the proposal only.

The City reserves the right to reject individual employees of contractors, or proposed subcontractors, and request substitution without indicating any reason.

6.7 Late Proposals Not Accepted

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and any hard copies will be returned to the proposer.

6.8 Proposal Questions

Any questions regarding form and content of your proposal per this RFP, should be sent to to the City's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

6.9 Proposal Modification

Proposals may be withdrawn or modified before the due date of submission for proposals. Electronic proposals may be withdrawn or modified through the City's online bidding platform. Hard copy proposals may be modified by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

6.10 Verbal Directions

No verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

6.11 Addenda and Supplements to RFP

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.

<https://pbsystem.planetbids.com/portal/15300/portal-home>

It is the responsibility of the proposer to verify addenda and supplements up to the RFP submission date and time. Upon issuance, the terms of any addendum shall prevail over inconsistent provisions of earlier issued documentation.

RFP submittals missing acknowledgment of any addendum or information requested in this RFP may be considered non-responsive and the contractor may be eliminated from evaluation.

6.12 Withdrawal of Proposals

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal's duly authorized representative, and has been filed with the City.

6.13 Rejection of Proposals

The City of Sacramento reserves the right to reject any or all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

The City reserves the right to reject any or all proposals submitted, correct any technical errors in the RFP process, waive any irregularities in any proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City.

6.14 Proposal Variations in Service Delivery

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for an award.

6.15 Contract Negotiations

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City.

Final approval of contracts awarded for projects of \$250,000 or more will be made by the City Council.

No agreement is binding unless it is executed by authorized representatives of the City and the selected proposer.

6.16 Protest Procedure

Any protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <https://www.cityofsacramento.gov/finance/procurement/bid-opportunities>

6.17 Acceptance of Proposal

The contents of the proposal of the successful Proposer will become contractual obligations to be contained in a formal written agreement. Failure of successful Proposer to accept these obligations in a formal agreement may result in cancellation of the award. The City may require Proposers to participate in negotiations and submit price, technical, or other revisions to their proposal(s) resulting from such negotiations.

6.18 Selected Contractor Responsibilities

The selected contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

6.19 Licenses

The Contractor shall be required to maintain any necessary licenses and shall comply with all Federal, State, and local laws, codes, and ordinances without cost to the City.

6.20 Non-Waiver of Defaults

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

6.21 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. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to the award of the contract. Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

6.22 Contractual Obligations

The standard City of Sacramento Professional Services Agreement includes, but is not limited to, the requirements shown in the contract. By submitting a proposal, the proposer is indicating they have reviewed the contract and are willing to comply with each provision attached. If the proposer wishes to negotiate any provision it must be indicated within the proposal. The City retains the discretion to accept or reject any proposed edits to the contract.

6.23 Payment Terms

Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the proposer. When prompt payment discounts are offered and accepted by the City, the calculated discount will be subtracted from the final proposed amount and the discounted amount will be used to determine lowest proposed cost. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

6.24 Purchase Order

One or more purchase orders may be issued to the Contractor on behalf of the City department or division ordering goods covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period. If a contract is for a specific period and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

The purchase order does not supersede any provision of the contract. If purchase order terms conflict with the terms of the contract, the contract terms shall prevail. Performance time and dates are determined solely by the contract.

Delivery of material must not begin prior to the receipt of the purchase order.

6.25 Cooperative Purchasing

The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

6.26 Professional Services Agreement

The proposer(s) recommended for this award will be required to sign the Professional Services Agreement (Attachment 4).

Proposers are responsible for reading and understanding the Professional Services Agreement's requirements, terms, and conditions prior to submitting their proposals.

ATTACHMENT 1

PROPOSAL SIGNATURE FORM

All firms must complete and sign this section and include it within their submittal response. Failure to complete and sign this section will result in rejection of the submittal.

Name of Firm: _____

Business Address: _____
(Street) (City) (State) (Zip Code)

Telephone: _____ **Fax:** _____

Type of Business

- Corporation
- Partnership
- LLC, Limited Liability Corporation
- Individual doing business under own name
- Individual doing business under firm name
- Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

*Mandatory if recommended for contract award.

Signature: _____ **Date Signed:** _____

Name & Title: _____

ATTACHMENT 2

PAYMENT DISCOUNT

PAYMENT DISCOUNT:

Will you offer a prompt payment discount?

Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ 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.

When prompt payment discounts are offered, the calculated discount will be subtracted from the final proposal amount and the discounted amount will be used to determine lowest price. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/>	a. contract	<input type="checkbox"/>	a. bid/offer/application	<input type="checkbox"/>	a. initial
	b. grant		b. initial award		b. material change
	c. cooperative agreement		c. post-award	For Material Change Only:	
	d. loan			year _____ quarter _____	
	e. loan guarantee			date of last report _____	
	f. loan insurance				
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/>	Prime	<input type="checkbox"/>	Subawardee		
			Tier _____, if known		
Congressional District, if known			Congressional District, if known		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)			14. Type of Payment (check all that apply)		
\$ _____	<input type="checkbox"/>	actual	<input type="checkbox"/>	<input type="checkbox"/>	a. retainer
		planned		<input type="checkbox"/>	b. one-time fee
13. Form of Payment (check all that apply):				<input type="checkbox"/>	c. commission
<input type="checkbox"/>	a. cash			<input type="checkbox"/>	d. contingent fee
<input type="checkbox"/>	b. in-kind; specify: nature _____			<input type="checkbox"/>	e. deferred
	Value _____			<input type="checkbox"/>	f. other, specify _____
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:					
(attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____		
			Print Name: _____		
			Title: _____		
			Telephone No.: _____ Date: _____		
			Authorized for Local Reproduction Standard Form - LLL		
Federal Use Only:					

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT 4

CONTRACT #:
CONTRACT NAME:
AGREEMENT TERM:
AUTHORIZED RENEWALS:
DEPARTMENT/DIVISION:

PROJECT:
NOT-TO-EXCEED AMOUNT:
SOLICITATION:
LBE (Y/N):

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT* (STATE/FEDERAL CONDITIONS)

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Name of Contractor
Address
Phone/Fax/E-mail

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A ("Services").

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.

5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.

Insert list of facilities and/or equipment to be furnished by City here or delete this if none will be provided

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.

7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.

8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.

9. **State and Federal Conditions.** Contractor shall comply with state and federal conditions set forth in the attached Exhibit F.

10. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

13. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Name/Title
Address
Phone/Fax/E-mail*

The CONTRACTOR Representative for this Agreement is:

*Name/Title
Address
Phone/Fax/E-mail*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. Time of Performance. The Services described in this Contract shall be provided for *insert initial term (e.g., one year)*. Also *insert the following language if applicable*: The City may extend this Contract for up to *[insert #]* additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

4. Conflict of Interest Requirements. The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. ___ yes ___ no *[check one]*

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$_____. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by Contractor must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

___ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

7. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- C. Certificate Holder must be listed as:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.

- 18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT F

STATE AND FEDERAL CONDITIONS

Acknowledging Use of Federal Funds; Compliance with State and Federal Conditions. Contractor acknowledges that the City is funding the Contract with federal funds that it will receive from the state of California, acting by and through the California Department of Transportation (the “State” or “Caltrans”), through the Master Agreement/Administering Agency-State Agreement for Federal-Aid Project between the City and Caltrans (Agreement No. 03-5002F15) and Program Supplement No. F198 to Administering Agency-State Agreement for Federal-Aid Projects No. 03-5002F15 (the master agreement and program supplement are collectively referred to as the “Caltrans agreement”). Contractor shall comply with all state and federal laws, regulations, executive orders, procedures, and directives as they currently exist and as they may be amended from time to time, all of which are incorporated by reference. Contractor's failure to comply all state and federal requirements, including those in this exhibit, will constitute a material breach of this Contract. The work performed by Contractor under this Contract is referred to as the “Project”.

Contractor shall comply with the following conditions:

1. Contractor shall comply with the requirements of the fair employment practices addendum and the nondiscrimination assurances attached as exhibits A and B, respectively, of this attachment 5.
2. Invoices shall be submitted on Contractor's letterhead that includes the address for Contractor and shall be formatted in accordance with Caltrans' Local Assistance Procedures.
3. Contractor must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Contractor. Contractor agrees to submit supporting backup documentation with invoices if requested by the City or State. Acceptable backup documentation includes, but is not limited to, Contractor's progress payment to any subcontractors, copies of cancelled checks showing amounts made payable to vendors and subcontractors, and/or a computerized summary of Project costs.
4. Payments to Contractor for Project-related travel and subsistence (per diem) expenses of Contractor forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Contractor are in excess of DPA rates, Contractor is responsible for the cost difference, and any overpayments inadvertently paid by State shall be reimbursed to State by Contractor on demand within thirty (30) days of such invoice.
5. Contractor agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items.
6. Contractor shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable state and federal regulations.

7. Every subcontractor receiving funds under this Contract shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable state and federal regulations.
8. The State reserves the right to conduct technical and financial audits of work and records related to this Contract and Contractor agrees, and shall require its contractors and subcontractors to agree, to cooperate with the State by making all appropriate and relevant records available for audit and copying as required by the following paragraph:

Contractor, Contractor's contractors and subcontractors, and the State shall each maintain and make available for inspection and audit by the State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and Contractor shall furnish copies thereof if requested. All of the above referenced parties shall make such agreement, program supplement, and contract materials available at their respective offices at all reasonable times during the period that begins on the effective date of the Contract and ends three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

9. Contractor, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The financial management system of Contractor, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by the State.
10. By execution of this Contract, Contractor certifies, to the best of the signatory officer's knowledge and belief, that:
 - A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or federal contract, including this agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.
 - B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this agreement, grant, local, or cooperative contract, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this Contract and any supplemental agreement was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Contractor also agrees by signing this Contract that the language of the certification in section 10, above, will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
12. Contractor certifies that neither Contractor nor its principals are suspended or debarred at the time of execution of this Contract. Contractor agrees that it will notify the City immediately in the event a suspension or debarment occurs after the execution of this Contract.
13. Contractor certifies that no members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
14. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the State (Caltrans Audits & Investigations) for review and approval prior to Contractor seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by the State.
15. Appendix A of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of the

Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Highway Administration ("FHWA") to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City or FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to Contractor under the Contract within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of section 15.A – F. in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the City enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this Contract, Contractor agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 4 7123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
17. Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the U.S. Department of Transportation (the "DOT") and the appropriate Environmental Protection Agency Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the DOT.
18. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the DOT and the appropriate Environmental Protection Agency Regional Office.

Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the DOT.

19. Contractor hereby confirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. 1986 Comp., p. 189) and 12689 (3 C.F.R. 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

20. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

A. Contractors who apply or bid for an award of \$100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

B. By signing this Contract, Contractor certifies, to the best of its knowledge or belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of the California Legislature ("Legislature") or United States Congress ("Congress"), an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of congress, or any employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) None of the funds paid under this Contract will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance

with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- (4) This certification is a material representation of fact upon which reliance was placed when this Contract was executed. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (5) Contractor also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.
- (6) Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

21. Procurement of Recovered Materials.

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Contractor shall comply with 2 C.F.R. § 200.216, which includes prohibitions on certain telecommunication and video surveillance services or equipment.

- #### **23. Domestic Preferences for Procurements.**
- As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractor shall comply with the Buy America requirement (23 U.S.C. § 313). Buy America requires Contractor to purchase only steel, iron, and manufactured products produced in the United States, unless the applicable federal agency determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Contractor must first submit a waiver request to the City that provides an adequate basis and justification for approval by the applicable federal agency.

Attachment 5 - Exhibit A

Fair Employment Practices Addendum

1. In the performance of this Contract, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Contractor, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Contract.
4. Contractor will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Contract.
5. Remedies for Willful Violation:
 - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Contract either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety

under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Contract and the actual cost thereof to State to cure Contractor's breach of this Contract.

Attachment 5 - Exhibit B

Nondiscrimination Assurances

Contractor agrees that, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Contractor receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:
 - Appendix C;
 - (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and
 - Appendix D;
 - (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.
8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which Contractor retains ownership or possession of the property.
9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
10. That Contractor agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.
11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted contracts. Contractor's DBE Implementation Agreement is incorporated by reference in this Contract. Implementation of this program is a legal obligation and

failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to Contractor of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

These assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Contractor by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Attachment 5 - Exhibit B

Appendix A

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Contractor shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to Contractor under the Contract within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request State enter into such litigation to protect the interests of State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment 5 – Exhibit B

Appendix B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Contractor will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto Contractor all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Contractor and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Contractor, its successors and assigns.

Contractor, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*
- (2) that Contractor shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said

land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

- * Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Attachment 5 – Exhibit B

Appendix C

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Contractor, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Contractor and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Attachment 5 – Exhibit B

Appendix D

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Contractor, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Contractor, and its assigns.

- * Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.