

City of
SACRAMENTO

**Request for
Proposals
RFP NO.**

P17121441011

Project Name: Ambulance Billing Services

RFP Posted on: April 28, 2017

RFP Closes on: May 12, 2017 12:00PM

Questions due by: May 5, 2017 12:00PM

Submit all questions via the City of Sacramento online bid portal at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

RFP No. P17121441011

Issue Date: April 28, 2017

The City of Sacramento, Fire Department

is soliciting proposals for: an Ambulance Billing Service for the Sacramento Fire Department ("SFD")
Emergency Medical Services ("EMS") Division (as more specified in the
Scope of Ambulance Billing Service on the following page).

Submit Hard Copy Proposals to:

City of Sacramento Fire Department
Attn: Allison Narramore
5770 Freeport Blvd, Suite 200
Sacramento, CA 95822

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

Submit Proposal By: May 12, 2017

12:00PM

**Questions regarding this Request for Proposals should be directed via the City of
Sacramento's online bid portal per the instructions and deadlines outlined in the RFP timeline:**

Proposers are required to submit one (1) original proposal and three (3) additional copies of the proposal, including all required attachments, by the date, time and location specified on page 9 of this RFP. Failure to do so may cause your proposal to be rejected. The proposal must be sealed and clearly marked. Postmarks will not be accepted.

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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 469,864. 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 the City Council Manager Form of government. It has an annual budget of \$872 million and 4,146 full-time equivalent positions.

2. Proposed Timeline

Release of Request for Proposal:		April 28, 2017
Questions Due by:	12:00PM	May 5, 2017
Proposals Due by:	12:00PM	May 12, 2017
Interviews (If necessary):		N/A
Selected Firm Notified Anticipated		Week of May 19
Contract Award:		Week of June 27
Contract Valid:		July 1, 2017

Submit all questions via the City of Sacramento online bid portal at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

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

NOTE: The City of Sacramento reserves the right to modify the dates listed at its sole discretion. Prospective proposers will be notified of any significant schedule changes by addendum issued via the City of Sacramento online bid portal. *The City shall not accept proposals after the submission deadline specified in this RFP and shall return the unopened proposals to the respective respondents. The City will not consider late proposals under any circumstances.*

3. Project Overview

This Request for Proposals (RFP) solicits proposals from Ambulance Billing firms to oversee Billing Services for the City's Basic Life Support ("BLS"), Advanced Life Support ("ALS"), and non-transport services in compliance with federal, state and local regulations.

Fire Department Overview

The Sacramento Fire Department began as a volunteer department in 1850. In 1872, the state legislature passed a bill that made the Department California's first paid fire department. It is a municipal department of the City of Sacramento with automatic aid agreements with neighboring agencies. The Department serves the population of the City of Sacramento and contracted county Fire Districts of Pacific-Fruitridge and Natomas. It has approximately 500,000 customers that reside in the service area of 144 square miles, Sacramento Fire Department currently responds to approximately 51,000 calls per year. Call categories are broken out as follows:

<u>Category</u>	<u># of Medical Calls for 2016</u>
Advanced Life Support Transports	21,241
Basic Life Support Transports	20,674
Treated- Non-transport	7,587
Other	1,717

2016 Financial Class Case Mix by Percent of Payer

<u>Payor</u>	<u>%Percent</u>
Medicare	39%
Medi-Cal	42%
Commercial Insurance	14%
Self-Pay & Other	<u>5%</u>
	100%

In response to the Request for Proposals, the City anticipates to receive competitive pricing as well as an assurance of quality services. The City intends to award one contract, however, may choose to award additional contracts as the City deems necessary to meet the City's needs. If subsequent contracts are awarded, it will be based on initial proposals received in response to this RFP and must meet all the terms and conditions described herein. Firms that do not submit a proposal by the closing date and time will not be considered for any subsequent award.

4. Scope of Service

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

1. Scope of Duties

- a. Provide complete ambulance billing services and accounts receivable management services for the City's Basic Life Support ("BLS"), Advanced Life Support ("ALS"), and non-transport services in compliance with federal, state, and local regulations.
- b. Must offer leading technology in electronic billing and insurance follow-up. Proposer must be able to interface with HealthEMS systems, the current SFD electronic patient care report (ePCR) vendor, without cost to the City.
- c. Provide SFD EMS staff access to ambulance billing system and all electronic patient accounts so that SFD staff may conduct audits on patient accounts.
- d. Provide highly qualified staff with a background in Pre-hospital billing to manage different aspects of ambulance billing to include the following:
 - i. Conduct quality assurance of Patient Care Reports ("PCRs").
 - ii. Manually review and clear patient accounts for the following:
 1. Treatments and treatment codes.
 2. Medical coding / ICD-9 and ICD-10 codes in compliance with Federal guidelines.
 3. Medical necessity according to the PCR narrative and medical history.
 4. Claim summary submitted to insurances to reflect the information contained in the PCR narrative.
 5. Review hospital face sheets and update information on accounts.
 6. Charges for services appropriate to the services rendered.
 - iii. Review and update missing zip codes to complete the mailing process.
 - iv. Process claims to insurances, Medicare, Medicaid, and self-pay patients.
 - v. Contact patients in cases of auto accident accounts to obtain auto insurance and/or attorney information.
 - vi. Send liens to attorneys and follow up with case settlements.
 - vii. Clear eligibility with the following:
 1. Medicare
 2. Medicaid
 - viii. Conduct automatic and manual searches for previous accounts for same patient.
 - ix. Take all reasonable measures to ensure that patients are billed for services, including establishing contacts with local hospitals to obtain and/or verify patient insurance and demographic information, as necessary.

- x. Generate and send invoice to patient/insurance/Medicare/Medicaid within five (5) days of account creation.
 - xi. Send invoices to patients on a 45 day cycle if identified as self-pay.
 - xii. Conduct reviews and send responses or appeals as required.
 - xiii. Conduct scheduled reviews of open accounts: 30 days, 6 months, and 12 months.
 - xiv. Conduct bad address reviews and update with new information if available.
 - xv. Conduct audit of returned mail no later than seven (7) days from receipt of returned mail from SFD EMS.
- e. **Modified Payments:** For individuals unable to pay full balance due in one payment, proposer shall negotiate and arrange modified payment schedules for following SFD EMS payment plan requirements. Such payment plans shall be established in writing, with the record of the plan, installment invoices mailed every 30 days until paid in full, and all payments noted on the patient account. If, after a modified payment plan is arranged and no payments are received within 90 days, proposer shall refer the account to the City of action.
- f. **Secondary Insurance:** Secondary insurance provider claims shall be submitted after the primary insurance provider has paid.
- g. Process refund requests to patients, insurances, Medicare, Medicaid.
- h. **Communication with Patients:** All correspondence or phone calls shall identify the proposer's name and clearly state they are working on behalf of the City of Sacramento.
- i. **Delinquency Notice:** All initial and subsequent invoices shall state the date on which the patient's account will become (or did become delinquent).
- j. **Payments and Accounting:** Generate monthly Cash Receipt Reports and conduct reconciliation of all deposits, receivables, billings, patient accounts, adjustments, dishonored checks, and refunds.
- k. Generate monthly reconciliation report on calls from HealthEMS database to proposer billing database.
- l. Generate monthly report on Medicare signature requirement list.
- m. Generate semi-annual reports for accounts considered for Collections.

- n. Work with City contracted collections agency to resolve outstanding accounts.
- o. Training: Keep City apprised of changes to industry regulations and periodically provide training as requested by City to City's EMS and/or City fire personnel regarding the gathering of necessary information and proper completion of run tickets.
- p. Monthly and Semi-annual Meetings: Proposer's Account Manager shall meet , monthly with administrative staff from SFD EMS to process refunds, review open accounts, accounts referred to collections, accounts referred back to the City, and other related issues. Proposer is to conduct semi-annual meetings with EMS and SFD representatives to review prior year statistics, submit projections, and discuss other issues or items of importance to the organization.
- q. Allow for suggestions or ideas to improve upon the existing ambulance billing system to meet the needs of SFD EMS.
- r. Work with City to process payments through the City's Virtual Terminal System. City and proposer would utilize Chase Orbital Virtual Terminal.

2. Performance Requirements/Penalty for Non-Performance

- a. Billing correspondence shall be submitted according to the timelines in the Scope of Duties. Failure to meet the standard with a minimum of 95% compliance in any month will result in a 2% reduction to the collection amount for the month in which the standard was not met. For example, if the proposer collection amount for a non-compliance month is \$1.5 million, the penalty for that month would be \$30,000. Commission will be recalculated at the lower net collections, resulting in lower commission payment to proposer. In this case, commission will be recalculated at \$1,470,000 x commission rate, rather than the usual \$1,500,000 x commission rate.
- b. Proposer shall initiate follow-up action within 10 (ten) business days, to gather all necessary data when insufficient information exists on initial submission of an ePCR, to allow generation of an invoice. Failure to meet this standard with a minimum of 95% compliance will result in a 2.0% reduction to the month's collection amount.

5. Proposal Requirements

Submit Hardcopy Proposals To:

City of Sacramento Fire Department
Attn: Allison Narramore
5770 Freeport Blvd, Suite 200
Sacramento, CA 95822

Complete and submit by: May 12, 2017 5:00PM

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 of the items set forth below:

Submission Instructions and Requirements:

The Proposer will define the capabilities of its organization to provide ambulance billing processes and procedures is outlined within this RFP. The response should be prepared in a simple and straightforward manner. Proposers are expected to examine the entire RFP including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. The Proposer will present their proposals with segments into the sections presented below.

TAB A: RFP Compliance
TAB B: Company and Personnel Information
TAB C: Client References
TAB D: Workplan and Services
TAB E: Proposed Budget
TAB F: Additional Information and Product Brochure

TAB A: RFP Compliance

Transmittal Letter: Must indicate the intention of the Proposer to adhere to the provisions described in the RFP without modification. The letter of transmittal shall include at a minimum:

- a. Identity of the submitting organization;
- b. Identify the person, by name and title, who has authority to represent the organization contractually;
- c. Identify the contact person responsible for this proposal. Specify phone, fax, and email address;
- d. Indicate review and acceptance of the General Information (Terms and Conditions), on pages 18 of this RFP, and identify any exceptions or "deal breakers";
- e. Signed by the person who has authority to contractually represent the organization.

TAB B: Company and Personnel Information

Company Organization: The Proposer will provide a profile of its organization, at a minimum, the company information shall include: (See page 12 for Qualifications of individual(s) worksheet)

1. Year business was established;
2. Business organization;
3. Parent company and subsidiaries, if any;
4. Office locations for parent company and subsidiaries, if any;
5. Serving office for this project, including point-of-contact information (this information must be included in proposal);
6. Total number of employees both at the parent level and the serving office;
7. Organization chart for the parent company demonstrating relationship to the subsidiary office(s), if any;
8. Detailed company organization chart of the servicing office;
9. Financial reference or annual report for the parent company, if any;
10. Resumes of team members assigned to this project using the form provided, "Qualifications of Individual Proposed for Key Position(s)";

Subcontracting Arrangements. The Proposer will provide information relating to subcontractor teaming arrangements and proposed responsibilities. You may not enter into a formal relationship with any subcontractors for work proposed under this RFP, until a signed agreement has been received by the Proposer.

TAB C: Client Reference

Documentation and evidence of ambulance billing experience is required including a list of references of similar projects performed as to the Scope of Duties provided in this RFP. (See page 13 for Client Reference Sheet.)

Provide a minimum listing of at least three previous and/or current clients (including names, addresses and telephone numbers) in which the Proposer's past and/or current performance were on projects comparable to that described in this RFP. The City of Sacramento reserves the right to contact one or more of these clients. Complete a Client Reference Sheet, which is located on the following two pages, for each project. There is a 3-page limitation for each project. The Proposer's record should reflect experience in work of a similar nature and magnitude to that being proposed.

TAB D: Work-plan and services

The Proposer will present a work plan addressing each and every major components tasks and activities to be undertaken in order to meet the project requirements. This will include the project approach and organization.

Project Approach: The Proposer will indicate how the firm will approach the desired scope of services and indicate how the firm is uniquely qualified to undertake the work based on experience and qualifications.

Organization: The Proposer will present a project organization chart outlining the reporting structure and primary responsibilities of each position. The proposal shall indicate which person will be the key contact during the project and who will be responsible for coordination of the project. The Proposer will provide all personnel required to successfully complete the project and will identify specific individuals for those key positions identified within the organization chart. Proposers should recognize that changes in key project personnel will not be allowed subsequent to award of contract without written consent of the City. Additionally, the City reserves the right to approve any and all personnel changes or to request personnel changes as the City deems appropriate during the course of the project.

TAB E: Proposed Budget

Proposers shall submit percentages of contingency fee rates based upon receivables collected due to its efforts. These percentage rates shall serve as the only reimbursement the Contractor shall receive from the City for all services included in this RFP. The contracted percentage will be applied to the net revenue (total revenue collected less any bad checks, refunds or adjustments).

Contractor will not be the depository for monies received as a result of the invoicing. Contractor will provide all necessary personnel, tools, equipment and product (to include post office box, annual fees, etc.). No "up-front" or ongoing costs will be borne by the City.

Please submit responses in the format of the following table:

SAMPLE FORMAT FOR RESPONSES

CUMULATIVE REVENUES GENERATED EACH CONTRACT YEAR	CONTINGENCY FEE
\$0.00 to \$999,999	% of Received Revenue
\$1,000,000 to \$1,999,999	% of Received Revenue
\$2,000,000 to \$2,999,999	% of Received Revenue
\$3,000,000 to \$3,999,999	% of Received Revenue
\$4,000,000 to \$4,999,999	% of Received Revenue
\$5,000,000 to \$5,999,999	% of Received Revenue
\$6,000,000 and Above	% of Received Revenue

TAB F: Additional Information and Product Brochure

The Proposer may attach any additional literature and product brochures as necessary. The additional literature and brochures are intended to serve as supplemental information complimentary to the Proposer's company information, not to replace it.

TAB B: Company and Personnel Information Worksheet

Qualifications of Individual(s) Proposed for Key Personnel Working on this Project Worksheet

1. Name and job title:
2. Number of years individual has worked in the above position, as well as job title(s):
With this Firm With other Firms:
3. Individual's current status: (Current employee of the Proposer, prospective employee of the Proposer, key subcontractor employee, prospective employee of a key subcontractor, etc..)
4. Name and address of individual's current employer: (If other than the Proposer)
5. Individual's degree of commitment to accept the above position under the prospective contract: (If not currently working for either the Proposer or a proposed key subcontractor)
6. Individual's projected availability to work on the prospective contract: (Estimated percentage of time this person will be dedicated to working on the prospective contract.)
7. Individual's proposed role/assignment on this project: (Briefly describe the authorities, duties, and responsibilities this individual will have on the prospective contract.)
8. Individual's relevant education: (Degree(s)/Year/Specialization):
9. Individual's Certifications relevant to project (Type and Date Completed):
10. Any Relevant Specialized Training: (If applicable)
11. Individual's specific qualifications and experience relevant to this project:
(Provide specific details, not general statements. Explain their relevance. Provide any other information pertaining to the qualifications of this person for this project not specifically addressed above that directly relates to this evaluation subfactor. A complete list of the individual's prior experience is neither required nor desired. Tailor the information provided to this acquisition.)

TAB C: Client Reference Worksheet

Client Reference Worksheet

Reference Project (# ____ of three) recent and relevant Past Performance

A. Identification of the business concerns whose past performance information is provided below: (Provide company name, Business Unit / Division, if applicable and Complete address)

B. General Information pertaining to the project/contract provided as a reference:

1. Project Title and Location:
2. Owner:
3. Prime contractor:
4. Prime contract/reference number:
5. Your role: ☐ Prime ☐ Subcontractor Other:
6. Percentage and type of work you self-performed:
7. Percentage and type of work you subcontracted:
8. If you were a subcontractor, the name and address of the firm you were hired by and your contract/reference number.

C. Specific Contract Information: *(If you were a subcontractor on the above project, provide information pertaining to your subcontract, not the prime contract.)*

1. Procurement methods:

<input type="checkbox"/> Sealed Bid	or	<input type="checkbox"/> Negotiated
<input type="checkbox"/> Competitive	or	<input type="checkbox"/> Non-Competitive
2. Contract type: ☐ Fixed Price or ☐ Cost Reimbursement
3. Original contract \$ value:
4. Current or final contract \$ value:
5. If amounts for 3 and 4 above are different, explain.

D. CURRENT STATUS OF CONTRACT: *(Choose one from drop-down menu.)*

Work Continuing, on schedule.

If you answered other explain below:

E. Period of Performance/Completion Date for your Contract:

1. Contract award date: _____
2. Original period of performance: _____
3. Dates performance: Started: Was completed: _____
4. Explain primary causes of any slippage from original schedule: (explain, use separate page if necessary)

F. Reference/Primary Points of Contact: (For prime contractors, use the project owner. For subcontractors, use the business concerns that awarded your subcontract). If possible provided at least one reference from each category below:

1. Technical/Program Manager

Name:

Telephone:

Fax:

Email:

2. Contracting Officers:

Name:

Telephone:

Fax:

Email:

G. Specifically explain the relevance of the work that you performed under this project to the current acquisition:

H. Quality awards received for this project: *(Provide details.)*

I. THE OVERALL PERFORMANCE RATING YOU RECEIVED FOR THIS PROJECT: _____
(If you did not receive a written performance rating, so indicate. If an official performance rating/evaluation was received, attach a copy.)

J. PERFORMANCE PROBLEMS:

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

6. Evaluation Criteria

The City will conduct a comprehensive, fair, and impartial evaluation of all eligible and responsive Proposers submitting proposals in response to this RFP. The most qualified Proposer, hereinafter called the "successful Proposer", will be selected by the City based on evaluation factors outlined in this section. The City will validate and evaluate all proposals received. All requirements identified in this RFP must be satisfied in order to ensure that a proposal will qualify for consideration.

The evaluation categories are used to assist the City in rendering a decision through empirical analysis; however, the City reserves the right to conduct other evaluations and measurements of Proposer responses as may be required in order to render an informed and optimum decision that provides the best solution to the City. Proposers submitting a valid proposal which meets the City's minimum requirements and are viewed to be among those offering the best proposal will become part of the competitive range and will move into evaluation stage. The subsequent contract will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City.

In rendering this decision, the City will evaluate based on the categories to follow. The points next to each category represent the weight and importance the category has in deciding the successful Proposer(s).

Evaluation categories and points will be as follows:

Proposal Evaluation Criteria	Points
Qualifications and Experience- Includes consulting experience with local government agencies on similar projects; qualifications/experience of the company, indicating a broad range of capabilities; experience and training of individuals and sub-consultants to be assigned to the project; and ability to meet project requirements as specified.	35
Methodology/Approach of Work- Include project approach, staffing availability; billing and review procedures.	30
References- Client references	5
Cost Proposal- Include any cost savings ideas or measures.	30
Total :	100

At the completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendations, if any, will not necessarily be based on the lowest prices proposed or on the point values assigned.

Rejection of Proposals:

The City of Sacramento reserves the right to reject any and 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.

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 award.

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.

Contract Negotiations: Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City. The City will not accept any changes to the standard agreement.

7. 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.

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.

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

It is the responsibility of the proposer to verify addenda and supplements up to the RFP submission date and time.

Contractor Responsibilities

The 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.

Licenses

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

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.

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 award of the contract.

Information about the Business Operations Tax Certificate may be obtained the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

Contractual Obligations

The standard City of Sacramento Non-Professional Services Agreement includes, but is not limited to, the requirements shown in the contract. Proposer should review the contract and indicate in the proposal the extent to which Proposer can and is willing to comply with each and every provision of the attached contract. This Request for Proposal together with Proposal's response shall be incorporated into the final contract.

Non- Professional Services Agreement

The proposer(s) recommended for this award will be required to sign the Non-Professional Services Agreement. The Agreement can be found at the following URL:

<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

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

8. General Information:

Proposals may be withdrawn or modified before the due date of submission for proposals 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.

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.

Any agreement shall not be binding unless it is executed by authorized representatives of the City and the selected proposer. Proposing firms are solely responsible for any expenses incurred in preparing their proposals in response to this RFP.

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 specifications and instructions contained in the proposal instructions are followed as outlined.

Proposals received are public records that will be disclosed upon request. All material submitted that has not been clearly designated in the proposal itself as proprietary information becomes the property of the City. Proposals submitted become the property of the City and may be reviewed and evaluated by any persons at the discretion of the City.

Responses to this RFP become the exclusive property of the City. At such time as City staff recommends a Proposer to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records and will be disclosed 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.

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.

Any/all respondents responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm 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.

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

The City reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.

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 will be returned to the proposer.

RFP submitted missing acknowledgment of any addendum or information requested in this RFP shall be considered non-responsive and the firm will be eliminated from evaluation.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.

The Proposer shall maintain the following commercial insurance policies for the period of time and limits specified:

Commercial General Liability Insurance. A combined bodily injury and property damage per occurrence limit of not less than \$1,000,000. The policy shall contain blanket contractual liability, products, and completed operations coverage, and independent Proposer's coverage.

Automobile Insurance Policy. The policy shall be maintained for the duration of this Agreement and shall, at a minimum consist of \$1,000,000 combined single limit, per accident.

Employer's Liability Insurance: 1,000,000 per occurrence.

Statutory Workers' Compensation and Employers' Liability (EL) Insurance Statutory.

The City will require the successful Proposer to sign the necessary documents entering into the required Contract with the City and to provide the necessary evidence of insurance as required under the contract documents. No contract shall be binding on the City until it has been approved as to form and legality by the City Attorney and executed by the City Manager or his designee.

Any contract(s) resulting from the RFP shall be for an initial three-year period with two possible one-year extensions not exceeding a total of five years from the date of award by the City.

Local Business Enterprise (LBE) Program requirements.

Per the attachment 3 the LBE requirements have been waived to gain a wider range of proposers.

ATTACHMENT 1

SUBMITTAL SIGNATURE

All FIRMS must complete and sign this section. Failure to complete and sign this section may result in rejection of the submittal.

Name of Firm: _____

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

Telephone: _____ **Fax:** _____

Type of Business:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual doing business under own name
- ☐ Individual doing business using a firm name
- ☐ Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

*Mandatory only if recommended for contract award.

Signature: _____ **Date Signed:** _____

Name & Title: _____

ATTACHMENT 2

Question and Answers from previously posted RFP P17121441006

- 1) Q: How will this service be funded (budget, etc.)?
A: Budget is funded by the general operation budget for the Fire Department.
- 2) Q: Has an estimated cost been identified?
A: Budget is funded by the general operation budget for the Fire Department.
- 3) Q: Who currently provides services for the Department?
A: The current Ambulance Billings Services vendor is Intermedix/ADPI.
- 4) Q: When did the Department acquire HealthEMS ePCR?
A: The Department acquired HealthEMS ePCR in 2008.
- 5) Q: Are there any plans to replace the solution?
A: There are no plans on replacing this solution.
- 6) Q: What is the current cost of their services to you in dollars and percent?
A: Current cost of services is approximately \$67,800 per month and .045%.
- 7) Q: Who is your delinquent account collection agency?
A: Delinquent account collect agency is Financial Credit Network (FCN).
- 8) Q: What is the current cost of those collections in dollars and percent?
A: Current cost of collections are \$85,653 was paid to FCN for collections and the Fire Department pays 26%.
- 9) Q: If you do not utilize a delinquent account collection agency, are you interested in considering bidders to provide collection services?
A: Fire Department is not interested in considering bidders to provide collection services at this time.
- 10) Q: Why are you currently going out to bid?
A: Fire Department is currently going out to bid because our current agreement is expiring June 30, 2017.
- 11) Q: What is your current method of PCR data collection? Paper or electronic? If electronic, who is your ePCR vendor and what is your specific software package?
A: Current method of collecting PCR data is via handheld tablet. For paper or electronic collection please refer to scope of duties on page 6 of the RFP.
- 12) Q: Are you looking for new ePCR software? If so, what is your preferred solution and how many licenses will you need?
A: Who our ePCR Vendor and specific software packet please refer to scope of duties on page 6 of the RFP.

13) Q: Are you looking for new hardware? If so, what is your preferred solution and how many toughbooks (tablets etc.) will you need?

A: Who our ePCR Vendor and specific software packet please refer to scope of duties on page 6 of the RFP. The Fire Department is not currently looking for new ePCR software. The Fire Department is not currently looking for new hardware.

14) Q: Will the successful vendor assume responsibility for any backlog of unbilled and/or previously billed accounts?

A: The successful will receive minimal, if any responsibility for any backlog of unbilled and/or previous billed accounts.

15) Q: Do you bill for fire calls? If so, would you like billing services for fire calls as well?

A: The Fire Department does not bill for Fire Calls.

16) Q: Would the City be open to another posting option other than to a lockbox account?

A: Currently the City does not use a lockbox account.

17) Q: Would it be acceptable to submit a redacted copy of our proposal (confidential information already blacked out) for Open Records requests?

A: Please see page 18 of the RFP in regards to the proper way to submit proposals that have "trade secret", "Proprietary" or "Confidential" information.

18) Q: The RFP requests financial information that is confidential and subject to being disclosed during an open records request. Would it be permissible to provide the financial information at the interview, if selected for an interview? If not, would it be permissible to provide the financial on a password-protected CD? If not, would it be permissible to provide the financial via a letter from a bank?

A: Financial information has to be provide when the RFP is submitted but refer to page 18 of the RFP in regards to submitting proposals that have "trade secret", "Proprietary" or "Confidential" information. For the Pass-word protected CD or letter from a bank, refer to page 18 of the RFP in regards to submitting proposals that have "trade secret", "Proprietary" or "Confidential" information.

19) Q: What were your total billable runs for 2016?

A: Total billable runs for 2016, please refer to scope of duties beginning on page 6.

20) Q: Do you do inter-facility transports? If so, how many were performed in 2016?

A: Fire Department does do inter-facility transports. Very minimal inter-facility transports were performed in 2016, our current system is unable to separate inter-facility from regular transports.

21) Q: What were your total gross charges for 2016? Net?

A: Total gross charges for 2016- \$69,550,398. Total net charges for 2016- \$26,095,812.

22) Q: What were your total gross collections for 2016? Net?

A: Total gross collections for 2016- \$17,981,725. Total net collections for 2016- \$17,431,427.

23) Q: What were your total gross write-offs for 2016? Net?

A: Total gross write-offs for 2016- \$43,454,586. Total net write-offs for 2016- Not applicable.

24) Q: Will the successful vendor assume responsibility for any backlog of unbilled and/or previously billed accounts?

A: The successful will receive minimal, if any responsibility for any backlog of unbilled and/or previous billed accounts.

25) In the most recent fiscal or calendar year, what was the actual number of billable transports provided by the Agency?

A: Please refer to page 5 in the Fire Department Overview

26) Q: In the City's three most recent fiscal or calendar years, what was the total amount of actual cash reimbursement realized by the Agency for ambulance transports?

A: \$51,504,976 (Although FY16 is not fully mature it is included in the total)

27) Q: Please provide the payer mix, i.e., the total percentage of charges that were paid by the following four main payer groups. a. Medicare b. Medicaid c. Commercial insurance d. Self-pay accounts.

A: Refer to Scope of Duties beginning on page 6.

28) Q: Please provide the charge mix, i.e., the total percentage of charges that were billed to the following four main payer groups. a. Medicare b. Medicaid c. Commercial insurance d. Self-pay accounts.

A: Refer to Scope of Duties beginning on page 6.

29) Q: Please provide a breakdown of transports: a. BLS b. ALS1 c. ALS2 d. Specialty Care Transport (SCT) e. BLS Non-Emergency f. ALS Non-Emergency g. Mileage h. Air Transport i. No Transport/Treat at Scene.

A: Refer to Scope of Duties beginning on page 6.

30) Q: Does the Agency utilize a lockbox for collections?

A: Fire Department does not utilize a lockbox for collections.

31) Q: How many transports did the City provide for the last three fiscal (or calendar) years?

A: The City operates on a fiscal year (FY) July 1-June 30. For FY 14/15- 37,068; FY 15/16- 40,560 and FY 16/17- 32069 (FY to date)

32) Q: What is the City's average transport charge?

A: \$1,850.00

33) Q: What is the City's average mileage per transport?

A:

34) Q: Please provide the current billable charges for base rates, mileage, and any other services or supplies.

A: Current billable charges:

ALS1 & ALS2- \$1,450.80; BLS- \$1,295.60; Non-transport \$ 225.00; Mileage- \$26.60
Night Charge- \$81.35; Oxygen- \$110.80; CPAP- \$150.00;
Chest Decompression- \$109.80; EKG Monitoring -\$ 128.10; Cardioversion- \$128.10
Defibrillation- \$128.10; Intubation- \$106.20; EZ Interosseous- \$258.90;
Needle Cricothyrotomy- \$180.00

35) Q: Do you charge for non-transports? if so, what is your rate? How many non-transports did the City have in the last three fiscal (or calendar) years?

A: Yes, the Fire Department charges for non-transports. Our current rate is \$225.00. In Fiscal year (FY) FY 14/15- 6,789; FY 15/16 -7,157; FY16/17- 6.342 (FY to date)

36) Q: Please provide annual or fiscal year total transport charges for 2013, 2014, 2015, 2016.

A: Fiscal Year (FY) FY 12/13- \$61,092,714.45; FY 13/14- \$59,290,529.50; FY14/15- \$61,982,476.50; FY 15/16- \$67,005,500.10.

37) Q: Please provide annual or fiscal year total receipts for 2013, 2014, 2015, 2016

A: Fiscal Year (FY) FY 12/13-\$15,965,859.76; FY 13/14-\$15,615,450.11; FY 14/15- \$16,283,142.54; FY 15/16-\$17,512,883.53.

38) Q: Beside the obligated write-downs for Medicare and Medi-Cal, do you have other payers with which you are obligated to write-off the balance? If yes, please identify them along with corresponding write-off amounts in the last annual or fiscal year. Do you have any contracts with private insurance companies?

A: No, other payers which we obligated to write-off balances. No, the Fire Department does not have nay contacts with a private insurance companies.

39) Q: What dollar amount was sent to and what dollar was collected by your collection agency in calendar (or fiscal) year 2013, 2014, 2015, 2016?

A: Fiscal Year (FY)13/14-assigned: \$9,816,458, collected: \$194,566; FY 14/15-assigned: \$9,230,460, collected: \$287,469; FY 15/16-assigned: \$6,389,412, collected: \$378,563.

40) Q: How satisfied is the City with their current billing contractor?

A: Yes, we are satisfied.

41) Q: Does the City have a subscription or membership program?

A: No, the City does not have a subscription or membership program.

42) Q: On page 8 of the RFP, 2a., it reads: Billing correspondence shall be submitted according to the time-lines in the Scope of Duties." Can you please indicate where we can find the Scope of Duties and specifically the time-lines associated?"

A: Refer to the Scope of Duties beginning on page 6.

43) Q: Will the vendor be responsible for sending HIPAA notices to patients?

A: No, the vendor will not be responsible for sending HIPPA notices to patients.

44) Q: For the last 3 fiscal (or calendar) years, can you please provide the breakout of transports by the following procedure codes? ALS1 A0427 ALS2 A0433 BLSE A0429

A: Fiscal Year (FY) FY 14/15-ALS1-21,666, ALS2-1,033, BLS-14,369;
FY 15/16- ALS1-25,011, ALS2-1,102, BLS-14,447;
FY 16/17- ALS1-22,882, ALS2-883, BLS-8,305 (FY to date)

Attachment 3

REQUEST FOR WAIVER OF LBE PARTICIPATION REQUIREMENT

REQUEST DATE:

PROJECT: P17121441011- Bid

REQUESTING DEPARTMENT: Fire Department

DEPARTMENT CONTACT(s): Allison Narramore

In accordance with the Local Business Enterprise (LBE) program requirements:

City departments shall require a minimum five percent (5%) LBE participation level in City procurement opportunities for services or public projects over \$100,000, unless a waiver or adjustment of the participation level is approved.

Requests for waivers or reductions to the minimum LBE participation level, for a specific bid or project, must be approved by a department director in advance of advertising the solicitation. Approved waivers must be described in the LBE section of City Council staff reports and be forwarded to the Procurement Services Division as an attachment to requisitions.

Reasons for requesting this modification are as follows:

Lack of qualified vendor availability (A wavier may be considered if fewer than three qualified local vendors are available to provide the services.)

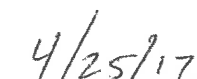
Due to requirements and the lack of potential bidders for the RFP, the department requests to have the LBE requirements waved.

Other conditions where a waiver or reduction is in the City's best interest (A "best interest" consideration may include factors such as sole-brand, timeliness, cost, trade-in, maintenance, or warranty issues.)

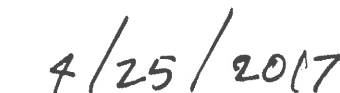
This wavier is in the best interest of the City because of the requirements specified in this RFP, scope of work, are specialized regarding medical record processing, patient care reports and HIPPA requirements.

WAIVER OR REDUCTION IS HEREBY GRANTED FOR THE 5% LBE PARTICIPATION REQUIREMENT. ADVERTISEMENT OF THIS PROCUREMENT OPPORTUNITY MAY COMMENCE AFTER APPROVAL BY THE DEPARTMENT DIRECTOR.


Project Manager


Date


Walt White, Director of Fire


Date

ATTACHMENT 4

Non- Professional Services Agreement

**FOLLOWING FORM TO BE
FILLED OUT
AND SIGNED
ONLY
IF AWARDED CONTRACT**

PROJECT NAME:
AGREEMENT TERM:
AUTHORIZED RENEWALS:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Name of Contractor
Address
Phone/Fax/E-mail

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid
Instructions to Bidders
Contractor's Bid Proposal Form
Technical Specifications
Local Business Enterprise (LBE) Requirements*
Living Wage Requirements for Nonprofessional Service Agreements*
Requirements of the Non-Discrimination in Employee Benefits Code*
Ban-The-Box Requirements*

The above documents followed by an asterisk () can be viewed at*
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the 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 Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled "Living Wage Requirements for Nonprofessional Service Agreements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of

Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement 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 of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its 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.
9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
10. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Howard Chan, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

Exhibit A	Scope of Services
Exhibit B	Fee Schedule/Manner of Payment
Exhibit C	Facilities/Equipment Provided
Exhibit D	General Provisions

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- ☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation (*may require 2 signatures*)
☐ Limited Liability Company
☐ Other (*please specify: _____*)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

4. Public Works Requirements. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the following requirements:

- A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (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 pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No. _____

Subcontractor name: _____	DIR No. _____
Subcontractor name: _____	DIR No. _____
Subcontractor name: _____	DIR No. _____

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 every lower-tier subcontractor.

EXHIBIT B
NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$_____.
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 Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - 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. All invoices submitted by CONTRACTOR shall 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 for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

- (1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

- (2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. 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 Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** 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 7.

EXHIBIT C
NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

_____ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

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 shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall 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 but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, 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 shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, 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 shall 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 shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) 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. **Confidentiality of CITY Information.** During performance of this Agreement, 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 prior written consent of CITY. In addition, CONTRACTOR shall 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 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: 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 and every one 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 pursuant to this Agreement 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 (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- 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 any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to 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 shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. 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/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. 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 any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or 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 but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or 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 Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control 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 Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. 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.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance 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 CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, 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.

- (2) 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance 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. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: 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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall 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 Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, 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 Agreement 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 such 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 Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, 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. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY 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 subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall 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.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. 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 Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.