

INSTRUCTIONS TO BIDDERS

F/Y 08-09

It is the intention of the Sacramento City Fire Dept. to select vendors/manufacturers to provide our department with Fire Helmet Shields. Contained within this invitation for bid (IFB) is a comprehensive list of products which the Sacramento City Fire Dept. intends to purchase. All appropriate models, style and part numbers have been included. (Be advised no substitutions are allowed) You are welcome to bid on any and all items on the list which you can supply. All bids are due on or before March 10, 2009 at 5:00 pm. All bids must be sent to Sacramento City Fire Department, 5770 Freeport Blvd. Ste. 200 Sacramento, CA 95822; attention Richard Crispi in the Personal Protective Equipment Office. For additional inquiries please call (916) 808-1682. The Sacramento City Fire Department reserves the right to reject any and all bids for failure to perform the terms of the contract. Further, the Sacramento Fire department reserves the right to void any contract whereby the bid-awarded vendor fails to meets its contractual obligation of timely product delivery. Timely delivery is defined as 30 to 45 days from receipt of order FOB. Shipments more than 15 days late twice in the contract period may provide cause for the Sacramento Fire Department to terminate any contract and award any remaining funds to the next lowest responsible bidder. Delays due to manufacturer related issues must be communicated, in writing, to the Sacramento Fire Department.

Sacramento City Fire Department
Personal Protective Equipment & Safety



INVITATION FOR BID

CITY OF SACRAMENTO

Date and Time Bid Due

Bid No.

Fire Department

03/10/09

5:00pm

B092532004

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

THIS IS NOT AN ORDER

RETURN BID TO:
CITY OF SACRAMENTO
Fire Department
5770 Freeport Blvd. Suite 200
Sacramento, CA 95822
Project Manager
Firefighter Richard J. Crispi

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F.O.B. City of Sacramento.
Fire Department
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822

BIDDER

By (Signature) _____

Print Name _____

Title _____

Vendor Phone No. _____

Vendor Fax No. _____

Vendor guarantees delivery within _____
Days ARO (Unless Otherwise Specified)

Federal ID No. _____

Payment Terms _____

E-Mail Address _____

For furnishing to the City of Sacramento Fire Department, Fire Helmet Shields per attached specifications:

SEE ATTACHED PRICING SCHEDULE/BID LIST

Contact for information:

Richard J. Crispi (916) 808-1682

Date Sent: 02/23/09

GENERAL CONDITIONS

1. PREPARATION OF BIDS:

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

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

C. Bids received after the time and/or date specified may be accepted at the discretion of the City Purchasing Office.

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

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

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

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

H. Complete all detail on bid envelope tag enclosed.

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

2. SPECIFICATION COMPLIANCE:

A. Bids must comply in all respects with specifications.

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

3. BRAND NAMES:

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

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

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

D. If bidding on manufacturer's product other than that specified, vendor must attach descriptive literature and specifications with the proposal.

E. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the vendor.

4. SAMPLES:

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

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

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

5. AWARDS:

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

6. LIABILITIES:

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

7. CASH DISCOUNTS:

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

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

8. DEFAULT BY VENDOR:

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

9. EQUIPMENT:

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

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

10. MATERIAL SAFETY DATA SHEET:

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

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

NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-1677.** If you have questions, please call our office at **(916) 808-1682.** Thank you for your cooperation.

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

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

(Business Name)

Date: _____

(Street Address/P.O. Box)

Phone: _____

(City, State, Zip)

Contact: _____

(E-mail address)

****ITEMS REQUIRING BIDDER RESPONSE****

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

1. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a Small Business Enterprise? Check the appropriate block below:

☐ YES - the firm submitting the bid is certified by the City of Sacramento as a Small Business Enterprise.

☐ NO - the firm submitting the bid is not certified by the City of Sacramento as a Small Business Enterprise.

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

2. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *Emerging* Business Enterprise? Check the appropriate block below:

☐ YES - the firm submitting the bid is certified by the City of Sacramento as an Emerging Business Enterprise.

☐ NO - the firm submitting the bid is not certified by the City of Sacramento as an Emerging Business Enterprise.

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

NOTE: SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

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

3. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Room 104, Sacramento, CA 95814, or telephone (916) 808-8500.

4. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ____ Yes; or ____ No

2) If the answer to Question #1 is "Yes":

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

****INTEREST IN MORE THAN ONE BID/QUOTATION****

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

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-

way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

Attachment A

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
 - g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
 - h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

Attachment A

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

Attachment A

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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

Signature of Authorized Representative

Date

Print Name

Title

Attachment B



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

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

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

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

The included employee benefits are:

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

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

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

Attachment B

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment C



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

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

The included employee benefits are:

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

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

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

TECHNICAL SPECIFICATIONS

In the event you should have any further questions, you can contact Firefighter Richard J. Crispi in the Personal Protective Equipment and Safety Office for the SFD at (916)808-1682.

PROVISIONS

- A. Billing for issued stock will be submitted monthly.
- B. The successful vendor(s) shall keep an ample stock on hand to fulfill a request for orders within seven (7) working days of the request.
- C. The vendor(s) shall fill an emergent order for certain miscellaneous items within five (5) calendar days. An emergent order is defined as an order to fit a company or companies whose items were contaminated or destroyed beyond further use during the discharge of their duties.
- D. The vendor(s) will assist in fitting any special orders. All special orders items shall be available to the department within twenty (20) calendar days of receipt of the order. A special order is defined as an order to fit a size atypical of what the manufacturer usually produces or the vendor typically stocks.
- E. Prices shall remain fixed for the term of the contract which expires at the end of the fiscal year on June 30 2009. The contract may be extended for up to two (2) additional fiscal cycles.
- F. In the event that the SFD decides to discontinue the purchase of a specific item, they will notify the vendor(s) in writing thirty (30) calendar days prior to the last order being purchased.
- G. No substitutions shall be made on the items specified without the approval of the SFD. Any proposed substitutions shall be made in writing.
- H. Pricing includes all shipping and handling. Quantities shown below are an estimate for bidding purposes.

Price Schedule

Description	Quantity	Price Per Unit	Extended Price
Conway Shield NYFI-2 New York Frame w/ Inserts 2 Panels, Red	540		
Conway Shield NYI-0 New York Insert Only	160		

Subtotal _____

Sales Tax @ 7.75% _____

Freight _____

TOTAL: _____

**** PASSPORT INSERT COLOR AND NUMBERS TO BE DETERMINED AT THE
TIME OF PURCHASE.****