



REQUEST FOR PROPOSALS – NON-PROFESSIONAL SERVICES

Request for Proposals No.	RFP# P25021411005	
Project Name:	Meadowview Community Farmers' Market	
Questions due by:	1/20/2025	5:00 PM PST
Proposal Due By:	1/24/2025	11:59 PM PST
Estimated Week of Award Notification:	Week of January 27, 2025	
Estimated Week of Contract Award:	February 25, 2025	

PRE-PROPOSAL CONFERENCE MEETING

No

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

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1. SCOPE OF SERVICES

1.1 Introduction

The City of Sacramento, City Manager's Office of Innovation and Economic Development, under the direction of Councilmember Mai Vang, City Council District 8, is soliciting proposals to operate the Meadowview Community Farmers' Market – a weekly farmers' market in Meadowview from April 2025 through March 2027.

Through City Councilmember Mai Vang's leadership and Assemblymember Stephanie Nguyen's advocacy, the City was awarded \$500,000 from the California Department of Food and Agriculture to operate a farmers' market in Sacramento Meadowview neighborhood. The Meadowview Community Farmers' Market launched on June 7, 2024, as a certified farmers' market at the Meadowview Light Rail Station and has operated weekly on Sundays through December 8, 2024, and will return in the Winter/Spring of 2025 to continue weekly operations.

The City contracted with a nonprofit organization to launch the market and operate it for one year. The City is soliciting proposals to operate the MCFM from April 2025 through March 2027.

For more information on the market, please visit @meadowviewfarmersmarket on Instagram, [Alchemist website](#) and [Councilmember Mai Vang's social media platforms and website](#).

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

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

The proposed budget for this project/contract is approximately \$320,000.

1.2 Scope of Services

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

The awarded firm is expected to execute the Meadowview Community Farmers' Market ("MCFM"), a weekly certified farmers' market at the Meadowview Light Rail Station parking lot – 3501 Meadowview Road – starting in April 2025 through March 31, 2027. In providing these services, the awarded firm shall perform the following tasks:

1. Obtain all necessary certifications, permits and authorizations, including, but not limited to:
 - a. Sacramento County Environmental Management Division health and safety permits
 - b. Property and facility lease agreement with Sacramento Regional Transit
 - c. Certified Farmers' Market Certification from the California Department of Food and Agriculture
2. Plan and Prepare for the Weekly Farmers' Market
 - a. Onboard market manager. Outline clear responsibilities and roles, including with City Project Manager and Council District staff.
 - b. Set weekly schedule
 - c. Identify target audience
 - d. Finalize market operations and site plan and layout.
 - e. Create monthly calendar of themed markets and marketing plan to garner attention and increase customer visits

- f. Coordinate setup and tear down of market.
- g. Create a weather contingency plan
- 3. Vendor Recruitment, Management and Retention
 - a. Recruit local farmers, artisans and food producers to vend at the market.
 - b. Establish incentive program to retain high levels of participation from vendors
 - c. Execute vendor application and approval process.
 - d. Manage vendor payments and revenue collection;
 - e. Ensure that vendors comply with all applicable regulations, health codes, and EBT requirements; and comply with the terms of all permits, certifications, and authorizations required to operate the MCFM. Ensure vendor complies with all County health and City business requirements e.g. BOTC, and vendor maintain proper insurance.
 - f. Include vendors that accept EBT.
 - g. Communicate guidelines, rules, and regulations to vendors;
 - h. Coordinate vendor registration and fee collection;
 - i. Provide clear directions to vendors regarding stall setup, breakdown, cleanup, arrival and exit times, specific booth location, etc.;
 - j. Monitor vendor compliance with health and safety standards and confirm health and safety protocols with PM; and
- 4. Secure Infrastructure necessary for market operations
 - a. Store all market equipment on-site or have reasonable method to access equipment on a weekly basis.
 - b. Secure restrooms and access to utilities
 - c. Plan and execute waste management plan
- 5. CalFresh and EBT
 - a. Secure EBT Authorization and requirement equipment to ensure that the EBT machine is operational. Display clear signage and instructions on how to access.
- 6. Marketing and Promotion
 - a. Develop a marketing strategy to attract customers.
 - b. Create promotional materials, which may include items such as flyers, posters, and social media posts with sponsorship attribution to City of Sacramento. As directed by the City, include City of Sacramento media assets (logos, etc.) provided by PM. Share final promotions with PM;
 - c. Advertise the MCFM in local newspapers, websites, and community bulletin boards, as provided in the marketing strategy and as the marketing budget allows;
 - d. Collaborate with local businesses, community organizations, and influencers for promotion; and
 - e. Coordinate promotions with PM for signage and advertisement through City digital and physical assets. PM will review with Council District 8 office staff.
 - f. Execute monthly themed farmers' market event to attract increased customers. Promote appropriately, utilizing all available channels.
- 7. Customer Experience
 - a. Offer amenities that may include items such as seating areas, restrooms, and waste recycling stations, as applicable; and
 - b. Gather feedback from customers to improve future markets and share feedback with PM in summary report.
- 8. Community Advisory Committee
 - a. Prepare for regular advisory committee meetings. Provide quantitative and qualitative market updates and schedule of upcoming events.
 - b. Attend additional food-related community meetings such as the Food Justice Task Force

9. Evaluation

- a. Assess the success of each week's market based on attendance, sales, and feedback. Submit quarterly summary written reports that include:
- b. Detailed narrative of the activities during the reporting period;
- c. Number of vendors for each weekly market during the reporting period and average number of vendors for all weekly markets during the reporting period;
- d. Estimated attendance for each weekly market during the reporting period and average attendance for all weekly markets during the reporting period;
- e. Revenue and expense summary including EBT transactions and market match data for the reporting period, as available;
- f. Qualitative feedback of vendors, customers, and market operators, etc.;
- g. Photos of the market in operations, setup, take down;
- h. Areas for improvement; and
- i. Plan for long-term sustainability and growth of market, including challenges to overcome, fundraising resources and opportunities, and critical operational needs.

10. Closure

- a. Clean up the market area and ensure proper disposal of waste;
- b. Settle any outstanding payments or paperwork;
- c. Participate in City-organized debrief session with stakeholders to review the market's performance; and
- d. Begin planning for the next market cycle, incorporating lessons learned from previous experiences.

2. CURRENT CONDITIONS

2.1 About the City of Sacramento

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

2.2 Current Project Conditions

The Meadowview Community Farmers' Market launched on June 7, 2024, as a certified farmers' market at the Meadowview Light Rail Station and has operated weekly on Sundays through December 8, 2024, and will return in the Winter/Spring of 2025 to continue weekly operations.

The City contracted with a nonprofit organization to launch the market and operate it for one year. Alchemist CDC is the current MCFM operator through March 31, 2025. The current agreement not to exceed amount is \$175,867.00. Alchemist was contracted to execute the MCFM startup launch, and ongoing operations. Public awareness was established through assets such as the MCFM brand and social media following that can be leveraged for additional years.

There are approximately \$320,000 grant funds remaining for the future operator to execute the market from April 2025 through March 2027.

3. PROPOSAL SUBMISSION

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

3.1 Submit Proposal Responses

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

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

3.2 Fee Schedule Submittal

Submit fee schedule(s) and hourly rates electronically using your own rate sheet(s). Please include budget lines for: personnel, execution of CalFresh/EBT, market operations including equipment required, permits, certifications and authorizations, mileage/fuel, overall marketing and promotions, and any incentives for customer attraction and vendor retention.

3.3 Standard Forms to be Submitted with Proposal

- Fee Schedule as outlined in section 3.2
- Proposal Documents as outlined in section 3.4
- Attachment 1 - Proposal Signature Form
- Attachment 2 - Payment Discount Form
- Attachment 3 - Equal Benefits Ordinance Declaration of Compliance
- Attachment 4 - Local Business Enterprise Participation Form

3.4 Additional Proposal Submittal Requirements

Transmittal Letter: The proposal shall be signed by an officer authorized to bind the proposing firm. Include contact information, the state in which the firm is headquartered and whether the firm will be using any subcontractors. The transmittal letter must also acknowledge any addendums provided on the City of Sacramento's Online Bid Portal PlanetBids.

Project Approach: Describe how your firm will approach the project, showing that you understand the objectives and requirements of the project.

Work Plan and Project Schedule: Provide a work plan and timeline for the project. Please describe in detail your experience operating farmers' markets, especially with CalFresh and EBT. Share your experience executing and producing events, and how that has increased attendance and potential vendor sales. Include proposed partnerships for monthly activations, incentives, and any additional value-add programming to attract the local market to visit and patronize the MCFM. If applicable, please share any challenges you foresee and the plan to overcome or adjust accordingly.

Project Team: Identify the personnel that will be assigned to the project, their credentials, and their experience with similar projects. Include biographies of the leading team members.

References: Provide the names, addresses, and phone numbers for at least 2 references for whom the firm has done similar projects. If a subcontractor is proposed, two references should be provided for the subcontractor.

Conflicts of Interest: Describe any actual, apparent, or potential conflicts of interest that your firm may have regarding the project. If you have no conflicts of interest, a statement to that effect should be included in the proposal.

Complete and sign the Proposal Signature Form (Attachment 1)

Complete the Local Business Enterprise (LBE) Participation form (Attachment 4)

3.5 Certificate of Insurance

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

3.6 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful proposers will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit: <http://www.cityofsacramento.org/Finance/Revenue/Business-Operation-Tax>

4. APPLICABLE ORDINANCES AND PROGRAMS

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

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

Detailed information about this program can be found in the City's LBE Policy, located at:
<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

4.2 Local Business Enterprise (LBE) Participation Program

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

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

Detailed information about this program and the Subcontractor and Local Business Enterprise Participation Verification Form can be found at:
<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

4.3 SB 1383

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

-or-

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

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

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

Full regulatory requirements can be found at:

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

4.4 Sustainable Purchasing Preference

Preference will be given to vendors submitting proposals for materials that qualify as “sustainable under the City’s Sustainable Purchasing Policy. Only applicable to materials totaling \$50,000 or less and bid as a separate line item or items.

-or-

Preference **will not be given** to vendors submitting proposals for materials that qualify as “sustainable under the City’s Sustainable Purchasing Policy.

The City of Sacramento’s Sustainable Purchasing Policy can be found at:

[http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/sustainability/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.pdf)

4.5 Additional Ordinances

Information on additional ordinances may be found at:

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

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount: <https://www.cityofsacramento.org/-/media/Corporate/Files/Finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf?la=en>

5. EVALUATION PROCEDURES

5.1 Evaluation Process

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

5.2 Evaluation Categories and Scoring

WRITTEN PROPOSAL	POINTS
Qualifications and Experience: <ul style="list-style-type: none"> • Applicant has demonstrated experience operating successful farmers' markets • Applicant has demonstrated experience working in Meadowview • Applicant has demonstrated experience promoting executing successful events • Applicant has demonstrated experience working with the City and City Council offices • Applicant has demonstrated experience working collaborative with team members within their organization, with funders, external partners and advisory committee members. 	40
Project Approach: <ul style="list-style-type: none"> • Applicant includes a site plan and vendor and booth layout • Applicant details data collection and evaluation and process to adjust based on feedback • Applicant shares approach to partnerships for monthly themed events, or to enhance market services to the local community • Applicant shares foreseen challenges and how to address them. 	25
Project Work Plan and Schedule: <ul style="list-style-type: none"> • Applicant details pre-planning schedule and deliverables for pre-market launch • Applicant details market schedule and themed events through 2025 • Applicant shares proposal on how to collaborate on marketing and promoting the MCFM, especially on themed events, and with the City and City Council office. 	20
Cost Proposal: <ul style="list-style-type: none"> • Budget includes line items requested in Section 3.2 Fee Schedule. 	15
SUBTOTAL	100
TOTAL FOR WRITTEN PROPOSALS	
TOTAL POSSIBLE POINTS	100
RANKING OF PROPOSER (assigned after completion of scoring)	

5.3 Point System Used to Rank Proposals

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

A point system will be used in evaluating the proposals. The weight assigned to each criteria reflects what is most important to the success of the project to achieve the desired outcome. Pricing may not be the most important factor in all projects. Contracts will be awarded based on which proposal(s) will provide the best value to the City.

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

6. ADMINISTRATIVE REQUIREMENTS

6.1 Electronic Proposal Document Availability

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

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

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

6.2 Questions

All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline: <https://pbsystem.planetbids.com/portal/15300/portal-home>

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

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

6.3 Proposal Submission

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

Responses to this RFP become the exclusive property of the City and may be reviewed and evaluated by any persons at the discretion of the City.

6.4 Proposals Become Public Records

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

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

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

6.5 Proposal Expenses

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

6.6 City Rights

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

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

6.7 Late Proposals Not Accepted

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

6.8 Proposal Questions

If you have any questions regarding form and content of your proposal per this RFP, please send your questions via the City's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

6.9 Proposal Modification

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

6.10 Verbal Directions

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

6.11 Addenda and Supplements to RFP

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.
<https://pbsystem.planetbids.com/portal/15300/portal-home>

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

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

6.12 Withdrawal of Proposals

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

6.13 Rejection of Proposals

The City of Sacramento reserves the right to reject any 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.

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

6.14 Proposal Variations in Service Delivery

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

6.15 Contract Negotiations

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

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

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

6.16 Protest Procedure

Any protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <http://www.cityofsacramento.org/Finance/Procurement/Bid-Information>

6.17 Acceptance of Proposal

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

6.18 Selected Contractor Responsibilities

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

6.19 Licenses

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

6.20 Non-Waiver of Defaults

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

6.21 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to the award of the contract. Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

6.22 Contractual Obligations

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

6.23 Payment Terms

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

6.24 Purchase Order

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

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

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

6.25 Cooperative Purchasing

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

6.26 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 proposal.

ATTACHMENT 1

PROPOSAL SIGNATURE FORM

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

Name of Firm: _____

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

Telephone: _____ **Fax:** _____

Type of Business

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

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

*Mandatory if recommended for contract award.

Signature: _____ **Date Signed:** _____

Name & Title: _____

ATTACHMENT 2

PAYMENT DISCOUNT

PAYMENT DISCOUNT:

Will you offer a prompt payment discount?

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

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

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

ATTACHMENT 3**EQUAL BENEFITS ORDINANCE DECLARATION OF COMPLIANCE**

Name of Contractor: _____

Address: _____

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, 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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by 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 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 this Contract is executed by the City.

- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor 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 and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:			
Title:		Date:	

LBE Participation Program

Note: Proposers 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 the proposal.

LBE FIVE PERCENT (5%) PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE Preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.64.020, when the proposal specifications for a city contract establish a minimum participation level for LBEs, no proposer on the contract shall be considered responsive unless its proposal meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code section 3.64.020, no proposer on this contract shall be considered responsive unless its proposal meets or exceeds this minimum participation level. To qualify for this requirement, proposers must either (a) be an LBE or (b) subcontract with a qualified LBE.

All information about this program can be found at: <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county* of Sacramento.

Local Business Enterprise (LBE)

Does the proposal satisfy the local business enterprise participation requirement? Check the appropriate box below:

- YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- SUBCONTRACTING** – the prime contractor is utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises for more than 5% of the work. **
- NO** – the prime contractor and the subcontractors or sub-tier suppliers are not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number: _____

And provide business office or workspace address (must be physical address for the basis of location – this excludes PO Boxes, etc):

* Unincorporated area" generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County **does not include** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, or Rancho Cordova. . (See <https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx>).

If utilizing subcontractors to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Form found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances> must be submitted with your proposal.