

RESOLUTION NO. 2011-197

Adopted by the Sacramento City Council

April 5, 2011

AWARD CONTRACTS FOR THE PURCHASE OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) REPAIR PARTS AND SERVICES

BACKGROUND

- A. In support of City departments and core operations, the Department of General Services, Fleet Management Division, has an ongoing need to purchase OEM repair parts and services for City vehicles and equipment.
- B. In February 2011, Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B11131061010 for the purchase of OEM repair parts and services. Vendors were required to be an authorized distributor and repair facility for the manufacturer(s) they represent. Therefore, multiple awards must be made in order to fulfill the parts and service needs for the wide variety of City vehicles and equipment.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. A & S Motorcycle Parts, Inc. is awarded a five-year contract for the purchase of BMW repair parts and services in a total amount not to exceed \$600,000 for the five year period.
- Section 2. Burton's Fire, Inc. is awarded a five-year contract for the purchase of Pierce repair parts and services in a total amount not to exceed \$1.35 million for the five year period.
- Section 3. Maita Chevrolet is awarded a five-year contract for the purchase of Chevrolet repair parts and services in a total amount not to exceed \$650,000 for the five year period.
- Section 4. Ozzie's BMW Center is awarded a five-year contract for the purchase of BMW repair services in a total amount not to exceed \$600,000 for the five year period.
- Section 5. Pleasanton Truck and Equipment is awarded a five-year contract for the purchase of Heil repair parts and services in a total amount not to exceed \$1.7 million for the five year period.
- Section 6. The City Manager or the City Manager's designee is authorized to execute the contracts specified above, provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Table of Contents:

- Exhibit A: Contract with Burton's Fire Equipment, Inc.
- Exhibit B: Contract with Pleasanton Truck and Equipment Repair, Inc.
- Exhibit C: Contract with A & S Motorcycle Parts, Inc.
- Exhibit D: Contract with Ozzie's BMW Center
- Exhibit E: Contract with Maita Chevrolet

Adopted by the City of Sacramento City Council on April 5, 2011 by the following vote:

- Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.
- Noes: None.
- Abstain: None.
- Absent: Mayor Johnson.


Bonnie Pannell, Vice-Mayor

Attest:


Shirley Concolino, City Clerk



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Apr. 5

General Information

Type: Commodity

CHANGE: None CH #:

\$ Not to Exceed: \$ 1,350,000.00

Original Contract Number:

Original Contract Amount:

Contractor: Burton's Fire Equipment, Inc.

Project Name: O.E.M. Parts and Services

Project Number:

Bid Transaction #: B11131061010

E/SBE-DBE-M/WBE: No

Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr:

Phone Number: x6343

Org Number: 13001611

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	3.7.11
Accounting:	—	—
Contract Services:	—	—
Supervisor:	<i>CL</i>	3/7/11
Division Manager:	<i>CL</i>	3/7/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>VCB</i>	3/8/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RS</i>	3/10/11
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

For City Clerk Processing Finalized:
Initial: _____ Date: _____

Imaged:
Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

2011 MAR 10 P 1:18

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

This coversheet is to remain with the original signed Contract.

Responsibility

General Information: May be completed by Project Manager or Contract Services.

Department Information: May be completed by Project Manager or Contract Services.

Review and Signature Routing:

Department

Project Manager: Verification of Technical Specs.

Accounting: Verification of Funding Sources.

Contract Services: BOT Number, Insurance, Bonds, Solicitation (BID, RFP, RFQ, RFI, Quote, Sole Source, or Emergency), Contractor Signatures, E/SBE, DBE or M/WBE Project Participation.

City Attorney

Approval of Contract Form and Bonds (if applicable)

Verification that Insurance Documents are Included (if required for contract approval)

Authorization

Department Director: Review All Contracts; Signing Authority <\$100,000

City Manager: Signing Authority delegated for < \$100,000

Signing Authority delegated to Assistant City Manager for = or > \$100,000

AFTER Council Authorization

Types of Contracts

Type	City Code	Type	City Code
Commodity	3.56	Reimbursement/Credit	
Development	18.16	Settlement	
Grant		Supplies	3.56
Hold Harmless			
Individual Participation			
Master Services			
Memorandum			
Non-Professional Services	3.56		
Owner Participation		Received City Clerk (2nd Receipt)	
Professional Services	3.64		
Public Project	3.60		
Real Property Lease City Owned	3.68		
Real Property Sale City Owned	3.88		
Real Property Non-City Owned (NCO)			



CERTIFICATE OF LIABILITY INSURANCE

CADE

DATE (MM/DD/YYYY)

3/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Micheletti & Associates
 4317 Northstar Way
 Suite B
 Modesto, CA 95356

CONTACT NAME:
 PHONE (A/C, No. Ext): FAX (A/C, No):
 E-MAIL ADDRESS:
 PRODUCER CUSTOMER ID #: **BURTFIR-01**

INSURED
Burton's Fire, Inc.
 1301 Doker Drive, Bldg. B
 Modesto, CA 95351

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I,TR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	57 UUN SV6863	1/15/2011	1/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57 UUN SV6863	1/15/2011	1/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Bid #B11131061003

The CITY, its officials, employees and volunteers are named as additional insured's per the attached form #CG 20 26 11 85. Insurance is primary per policy language. ***10-Day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento
 Risk Management Department
 915 I Street, 4th Floor
 Sacramento, CA 95814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 57 UUN SV6863

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Sacramento
Risk Management Department
915 I Street, 4th Floor
Sacramento, CA 95814

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only to the extent the person or organization is held liable for your operations or premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

BURTFIR-01

CADE

DATE (MM/DD/YYYY)

3/7/2011

PRODUCER Micheletti & Associates 4317 Northstar Way Suite B Modesto, CA 95356 (209) 576-2808		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Burton's Fire, Inc. 1301 Doker Drive, Bldg. B Modesto, CA 95351		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Employers Compensation Insurance Com	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPI/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	EIG 1247908-0	10/1/2010	10/1/2011	X WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Bid #B11131061003

Waiver of subrogation applies. **10-Day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

City of Sacramento
 Risk Management Department
 915 I Street, 4th Floor
 Sacramento, CA 95814-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Burton's Fire



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B11131061010

INVITATION FOR BID And Contract Specifications

FOR: Original Equipment Manufacturer (O.E.M.) Parts and Services for BMW Motorcycles, Light and Heavy Duty Vehicles and Equipment

Bids Must Be Received Prior To 2:00 P.M. on February 23, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: [] Yes
 [] No

N/A

DID BIDDER SIGNIFY
 Properly Signed Improperly Signed
 Not Included Not Required
Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ Initial: NE

DID BIDDER SIGNIFY

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Burton's Fire, Inc.
Address: 1301 Doherty Drive
City, State, Zip Code: Modes to CA 95351
Phone Number: 209-544-3161
Email Address: carlos@burtonsfire.com

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061010
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BID NO. B11131061010

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "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 **FAX your response to the Procurement Services office at (916) 808-5747**. If you have questions, please call the Procurement Office at (916) 808-6240. 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 and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Submittals.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on February 23, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
10. **Faithful Performance Bond.** A faithful performance bond is: Required Not Required
- If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.
11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

Technical Questions
Fleet Management Division
Attention: Jonathon Yee
Email: jjyee@cityofsacramento.org
Phone: (916) 808-6289

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

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

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

- 16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
- 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
- 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
- 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
- 20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
- 21. **Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. Bid protests must be filed 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 through 3.60.560 of the Sacramento City Code are available at <http://www.gcode.us/codes/sacramento/>

24. City of Sacramento Boycott of Arizona-Headquartered-Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B11131061010

FOR SERVICES/SUPPLIES: Original Equipment Manufacturer (O.E.M.) Parts and Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Burton's Fire, Inc.
ADDRESS: 1301 Joker Dr., Modesto, CA 95351
PHONE #: 209/544-3161 FAX #: 209/544-1109 E-MAIL: carlos@burtonsfire.com
STATE TAX I.D. #: 100536806 FED. TAX I.D. #: 20-1972133
City of Sacramento Business Operation Tax Certificate #: C02007-037-1
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Carlos Sweeney
PRINT NAME: Carlos Sweeney
TITLE: Sales Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 2.23.11.

Bid Bond Required: [X] No; [] Yes - Amount: \$ _____

Received: [] Cashiers or Certified Check drawn on a California bank; [] Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: Items 5 and 6

Contract Not-to-Exceed Amount: \$ 1,350,000.

Award Date: 4.5.11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Kenneth C. Bowdler
City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



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

On 02/14/11 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Pierce Parts/Service (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (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
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(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,

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- 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 B



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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th St., Bldg. 1
Sacramento, CA 95822

- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

**SECTION II
CONTRACT DOCUMENTS**

SECTION II – CONTRACT DOCUMENTS**A. GENERAL CONDITIONS****1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel 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. **Conflict 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, photostating, 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. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. **Termination for Convenience.** The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. **Termination After Completion Date.** If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. 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.

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.

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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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." cus (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

cus Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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 insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) **Automobile Liability Insurance:** The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's 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 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:V. 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 Risk Management Division 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) 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 and/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 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.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

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 who 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. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable

laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
 - A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1.0 The intent of these specifications is to describe high quality services and related O.E.M. replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies.

2.0 **GENERAL CONTRACT SPECIFICATIONS**

2.1 Manufacturing, Material and Design Practices

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

2.2 Specification Variances

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The City of Sacramento reserves the right to waive minor variation(s) if in the opinion of the Procurement Services Manager the items offered meet the general intent of these specifications.

2.3 Manufacturer's Standard Equipment

- a. All items and components listed as standard by the manufacturer for items quoted shall be furnished whether or not such items are detailed herein. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.
- b. The City will not accept any part, component or system which is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categoric descriptions, shall not be acceptable. All parts and components offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

2.4 Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation.
- b. State of California Motor Vehicle Code.
- c. Society of Automotive Engineering Standards.
- d. American Society of Mechanical Engineers (A.S.M.E.).

3.0 GENERAL CONTRACT PROVISIONS

3.1 Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

3.2 Pick Up and Delivery

The successful bidder shall provide pickup and delivery service as requested to the City of Sacramento Corporation Yard South, 5730-24th Street, Meadowview Service Center, 2812 Meadowview Road, Rooney Police Facility, 5303 Franklin Boulevard, Kinney Police Facility, 3550 Marysville Boulevard, North Area Corporation Yard (NACY), 918 Del Paso Road and other sites as required. Pick up and deliveries shall be free of charge, and there shall be no minimum order required.

All deliveries or shipments under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the bidder's name, the City's purchase order number, the date of order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

3.3 F.O.B.

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

3.4 Contract Period

Any contract(s) resulting from this bid shall be effective for a period of five (5) years from the date of award by City Council.

3.5 Prices

- a. The prices quoted to the City shall be as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.
- c. Price sheets or CD-ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.
- d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.6 Price Adjustment

Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Item 3.11. The discount from commercial or fleet retail pricing shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Note: A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

All requests for price adjustments must be submitted in writing prior the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

3.7 Conference (Pre-Award)

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

3.8 Evaluation (Inspection)

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

3.9 Warranty (Commercial)

- a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.
- d. Bidder shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed \$98.00 per hour.

3.10 Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

3.11 Contract Representative

During performance of the contract, the City will be represented by Jonathon Yee, telephone (916) 808-6289.

3.12 Payment and Invoicing

- a. Invoices shall be mailed or delivered to City of Sacramento, Fleet Management Division, 5730-24th Street Bldg. 1, Sacramento, CA 95822-3699.
- b. One invoice shall be sent to each shop weekly for all services performed and parts delivered during the billing week. The weekly invoice shall list each delivery tag with a subtotal for taxable and non taxable items. All invoices shall include City purchase order number.
- c. If invoices are incorrectly priced, the City shall notify the vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

3.13 Payment Terms

- a. Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.
- b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions)

3.14 Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

3.15 Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS

4.0 General Requirements

- a. The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and local regulations.
- b. All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.
- c. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- d. The bidder shall be an established and factory authorized O.E.M. parts dealer and/or service center by the manufacturer for which they are bidding.

4.1 Repair Service Requirements

- a. The quoted labor rate will be used to perform all repairs to City vehicles/equipment.
- b. All repairs performed shall be completed at the quoted labor rate and in addition, parts used for repairs shall be priced in accordance with the parts discount quoted in this bid.
- c. Prior to the commencement of any work or repairs on City equipment, vendor shall provide a written estimate to the City for the requested or recommended repairs. Approval from an authorized representative of the City must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the City must be obtained prior to work being completed. The City will not be responsible for the costs associated with any unauthorized repairs.
- d. All work shall be inspected by a representative of the City for proper completion and correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the vendor shall, at their expense, make the necessary corrections.
- e. It shall be the responsibility of the vendor to pick up and deliver vehicles/equipment for warranty and repair services. This service shall be provided at no additional charge to the City.
- f. The City may consider and allow on-site repairs/services when appropriate.

4.2 Parts Requirements

- a. All items provided under this agreement shall be original equipment manufacturer (O.E.M.) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.
- b. The bidder shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3)

hours of order; or shipped within the same business day if available and vendor's inventory location is not within the greater Sacramento region. Stock orders shall be delivered within two (2) working days of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

- c. If the vendor does not have the required part(s) in stock, vendor personnel shall determine if the City's need is immediate. If the successful bidder does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.
- d. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.
- e. The successful bidder agrees to accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

**SECTION III
BIDDER RESPONSE DOCUMENTS**

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated 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. 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 Procurement Division, at (916) 808-6747.

A. 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 – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting 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

B. 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 - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm 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: _____

2. 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:

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

If the answer to Question above is "Yes":

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

Specify: fixed office location or distribution point(s): _____

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

3. 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.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0%

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

California
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Burton's Fire, Inc

Address: 1301 Joker Dr., Modesto CA 95351

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 as Exhibit F.
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) refuse 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.

Carlos Sweeney
Signature of Authorized Representative

02/14/11
Date

Carlos Sweeney
Print Name

Sales Manager
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing the City of Sacramento with high quality O.E.M. services and related replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.

Parts Discounts offered in the table below shall be stated as a percentage less than the Manufacturer's commercial or fleet retail pricing.

Labor rates offered in the table below shall be stated as the hourly shop labor rate for all repairs and shall include all fees and surcharges. No additional fees and surcharges are allowed and no allowances will be made for after hours or overtime labor.

To calculate extension cost for parts, bidders shall multiply the discount percentage offered times the estimated value/quantity and reduce the bid cost by the calculated discount. To calculate extension cost for services, bidders shall multiply the estimated value/quantity by the proposed labor rate.

Item	Value/Qty.	Description	Parts Discount / Labor Rate	Extension
1	\$75,000	Cummins parts	%	\$ No Bid
2	2000 hrs	Cummins repair services	\$	\$ No Bid
3	\$20,000	Chevrolet/GMC parts	%	\$ No Bid
4	1000 hrs	Chevrolet/GMC repair services	\$	\$ No Bid
5	\$75,000	Pierce fire apparatus parts	12%	\$ 75,000 ⁰⁰
6	2000 hrs	Pierce fire apparatus repair services	\$ 85.00	\$ 170,000 ⁰⁰
7	\$80,000	BMW Motorcycle Parts	%	\$ No Bid
8	1000 hrs	BMW Motorcycle repair services	\$	\$ No Bid
9	\$100,000	Heil refuse body parts	%	\$ No Bid
10	2500 hrs	Heil refuse body repair services	\$	\$ No Bid

Bidder must attach the most current price sheet/schedule(s) from the manufacturer or submit a CD/ROM, listing all O.E.M. parts available and the manufacturers list price.

Price List Identification and date of publication Pierce List Prices / Feb 2011 / Burton's

Price List Identification and date of publication _____



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Apr. 5

General Information

Type: Commodity

CHANGE: None CH #:

\$ Not to Exceed: \$ 1,700,000.00

Original Contract Number:

Original Contract Amount:

Contractor: Pleasanton Truck & Equipment Repair, Inc.

Project Name: O.E.M. Parts and Services

Project Number:

Bid Transaction #: B11131061010

E/SBE-DBE-M/WBE: No

Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr: CRAIG LYMUS

Phone Number: x6343

Org Number: 13001611

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	3-10-11
Accounting:	—	—
Contract Services:	—	—
Supervisor:	<i>CB</i>	3/10/11
Division Manager:	<i>CB</i>	3/10/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>KCP</i>	3/11/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RY</i>	3/17/11

City Mgr: yes No

For City Clerk Processing Finalized:

Initial: _____ Date: _____

Imaged:

Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061010
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "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 **FAX your response to the Procurement Services office at (916) 808-5747**. If you have questions, please call the Procurement Office at (916) 808-6240. 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 and/or small business enterprise (E/SBE):
(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Submittals.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on February 23, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
10. **Faithful Performance Bond.** A faithful performance bond is: [] Required [X] Not Required
- If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.
11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

Technical Questions
Fleet Management Division
Attention: Jonathon Yee
Email: jjyee@cityofsacramento.org
Phone: (916) 808-6289

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

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

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
 20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
 21. **Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. 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 through 3.60.560 of the Sacramento City Code are available at <http://www.qcode.us/codes/sacramento/>

24. City of Sacramento Boycott of Arizona-Headquartered-Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B11131061010

FOR SERVICES/SUPPLIES: Original Equipment Manufacturer (O.E.M.) Parts and Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Pleasanton Truck + Equipment Repair, Inc.
ADDRESS: 8844-A Elmer Creek Rd. Sacramento, CA. 95828
PHONE #: 916-387-5288 FAX #: 916-387-5289 E-MAIL: dhammon@ptande.com
STATE TAX I.D. #: SYCHA21713107 FED. TAX I.D. #: 94-2579032
City of Sacramento Business Operation Tax Certificate #: 94723
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
Other (please specify: _____)

BY: (signature of authorized person) Dennis W. Hammon
PRINT NAME: Dennis W. Hammon
TITLE: Shop Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 2-23-11.

Bid Bond Required: [X] No; [] Yes - Amount: \$ _____

Received: [] Cashiers or Certified Check drawn on a California bank; [] Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: Items 9 & 10

Contract Not-to-Exceed Amount: \$ 1,700,000.

Award Date: 4-5-11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Kenneth J. Bondell
City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

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

ATTACHMENT A



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

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

(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,

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- 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 B



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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th St., Bldg. 1
Sacramento, CA 95822

- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS**A. GENERAL CONDITIONS****1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel 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. **Conflict 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. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. 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.

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.

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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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 insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's 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 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:V. 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 Risk Management Division 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) 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 and/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 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.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

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 who 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. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable

laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1.0 The intent of these specifications is to describe high quality services and related O.E.M. replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies.

2.0 GENERAL CONTRACT SPECIFICATIONS

2.1 Manufacturing, Material and Design Practices

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

2.2 Specification Variances

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The City of Sacramento reserves the right to waive minor variation(s) if in the opinion of the Procurement Services Manager the items offered meet the general intent of these specifications.

2.3 Manufacturer's Standard Equipment

- a. All items and components listed as standard by the manufacturer for items quoted shall be furnished whether or not such items are detailed herein. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.
- b. The City will not accept any part, component or system which is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categoric descriptions, shall not be acceptable. All parts and components offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

2.4 Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation.
- b. State of California Motor Vehicle Code.
- c. Society of Automotive Engineering Standards.
- d. American Society of Mechanical Engineers (A.S.M.E.).

3.0 GENERAL CONTRACT PROVISIONS

3.1 Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

3.2 Pick Up and Delivery

The successful bidder shall provide pickup and delivery service as requested to the City of Sacramento Corporation Yard South, 5730-24th Street, Meadowview Service Center, 2812 Meadowview Road, Rooney Police Facility, 5303 Franklin Boulevard, Kinney Police Facility, 3550 Marysville Boulevard, North Area Corporation Yard (NACY), 918 Del Paso Road and other sites as required. Pick up and deliveries shall be free of charge, and there shall be no minimum order required.

All deliveries or shipments under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the bidder's name, the City's purchase order number, the date of order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

3.3 F.O.B.

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

3.4 Contract Period

Any contract(s) resulting from this bid shall be effective for a period of five (5) years from the date of award by City Council.

3.5 Prices

- a. The prices quoted to the City shall be as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.
- c. Price sheets or CD-ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.
- d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.6 Price Adjustment

Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Item 3.11. The discount from commercial or fleet retail pricing shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Note: A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

All requests for price adjustments must be submitted in writing prior the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

3.7 Conference (Pre-Award)

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

3.8 Evaluation (Inspection)

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

3.9 Warranty (Commercial)

- a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.
- d. Bidder shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed \$98.00 per hour.

3.10 Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

3.11 Contract Representative

During performance of the contract, the City will be represented by Jonathon Yee, telephone (916) 808-6289.

3.12 Payment and Invoicing

- a. Invoices shall be mailed or delivered to City of Sacramento, Fleet Management Division, 5730-24th Street Bldg. 1, Sacramento, CA 95822-3699.
- b. One invoice shall be sent to each shop weekly for all services performed and parts delivered during the billing week. The weekly invoice shall list each delivery tag with a subtotal for taxable and non taxable items. All invoices shall include City purchase order number.
- c. If invoices are incorrectly priced, the City shall notify the vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

3.13 Payment Terms

- a. Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.
- b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions)

3.14 Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

3.15 Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS**C. TECHNICAL SPECIFICATIONS**

4.0 General Requirements

- a. The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and local regulations.
- b. All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.
- c. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- d. The bidder shall be an established and factory authorized O.E.M. parts dealer and/or service center by the manufacturer for which they are bidding.

4.1 Repair Service Requirements

- a. The quoted labor rate will be used to perform all repairs to City vehicles/equipment.
- b. All repairs performed shall be completed at the quoted labor rate and in addition, parts used for repairs shall be priced in accordance with the parts discount quoted in this bid.
- c. Prior to the commencement of any work or repairs on City equipment, vendor shall provide a written estimate to the City for the requested or recommended repairs. Approval from an authorized representative of the City must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the City must be obtained prior to work being completed. The City will not be responsible for the costs associated with any unauthorized repairs.
- d. All work shall be inspected by a representative of the City for proper completion and correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the vendor shall, at their expense, make the necessary corrections.
- e. It shall be the responsibility of the vendor to pick up and deliver vehicles/equipment for warranty and repair services. This service shall be provided at no additional charge to the City.
- f. The City may consider and allow on-site repairs/services when appropriate.

4.2 Parts Requirements

- a. All items provided under this agreement shall be original equipment manufacturer (O.E.M.) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.
- b. The bidder shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3)

hours of order; or shipped within the same business day if available and vendor's inventory location is not within the greater Sacramento region. Stock orders shall be delivered within two (2) working days of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

- c. If the vendor does not have the required part(s) in stock, vendor personnel shall determine if the City's need is immediate. If the successful bidder does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.
- d. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.
- e. The successful bidder agrees to accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated 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. 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 Procurement Division, at (916) 808-6747.

A. 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 – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting 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

B. 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 - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm 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: _____.

2. 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:

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

If the answer to Question above is "Yes":

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

8844-A Elder Creek Rd.
Sacramento, CA. 95828

Specify: fixed office location or distribution point(s): Fixed Office

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 94723

3. 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.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

California
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Pleasanton Truck+Equipment Repair, Inc.
 Address: 8844-A Elder Creek Road, Sacramento, CA 95828

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 as Exhibit F.
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) refuse 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.

Dennis W. Hammon
Signature of Authorized Representative

2/23/2011
Date

Dennis W. Hammon
Print Name

Shop Manager
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing the City of Sacramento with high quality O.E.M. services and related replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.

Parts Discounts offered in the table below shall be stated as a percentage less than the Manufacturer's commercial or fleet retail pricing.

Labor rates offered in the table below shall be stated as the hourly shop labor rate for all repairs and shall include all fees and surcharges. No additional fees and surcharges are allowed and no allowances will be made for after hours or overtime labor.

To calculate extension cost for parts, bidders shall multiply the discount percentage offered times the estimated value/quantity and reduce the bid cost by the calculated discount. To calculate extension cost for services, bidders shall multiply the estimated value/quantity by the proposed labor rate.

Item	Value/Qty.	Description	Parts Discount / Labor Rate	Extension
1	\$75,000	Cummins parts	%	\$
2	2000 hrs	Cummins repair services	\$	\$
3	\$20,000	Chevrolet/GMC parts	%	\$
4	1000 hrs	Chevrolet/GMC repair services	\$	\$
5	\$75,000	Pierce fire apparatus parts	%	\$
6	2000 hrs	Pierce fire apparatus repair services	\$	\$
7	\$80,000	BMW Motorcycle Parts	%	\$
8	1000 hrs	BMW Motorcycle repair services	\$	\$
9	\$100,000	Heil refuse body parts	20 %	\$ 80000.00
10	2500 hrs	Heil refuse body repair services	\$ 115.00	\$ 287500.00

Bidder must attach the most current price sheet/schedule(s) from the manufacturer or submit a CD/ROM, listing all O.E.M. parts available and the manufacturers list price.

Price List Identification and date of publication Heil OEM Parts Pricing 1/1/2001

Price List Identification and date of publication _____

CITY OF SACRAMENTO

HEIL O.E.M. PARTS

FLEET PRICING

PARTS LIST

1/1/2011

Parts Pricelist

Item	Description	Fleet	List
001-3405	AIR CYLINDER-MTG KIT	\$ 36.96	\$ 46.43
001-3686	AIR CYLINDER	\$ 98.97	\$ 124.34
001-6165-016	BUFFER SEAL	\$ 36.24	\$ 45.53
001-6165-017	ROD SEAL	\$ 18.33	\$ 23.03
001-6165-018	WIPER	\$ 4.32	\$ 5.43
001-6169	CYLINDER, GRABBER-AUTOCAN	\$ 1,194.24	\$ 1,500.46
001-6169-001	ROD	\$ 140.31	\$ 176.28
001-6169-005	LOCK NUT	\$ 5.71	\$ 7.17
001-6169-007	ROD	\$ 100.25	\$ 125.95
001-6169-012	COLLAR	\$ 163.50	\$ 205.43
001-6169-013	1" -14 JAM NUT	\$ 12.11	\$ 15.21
001-6169-014	ROD EYE, INTERNAL 1-12-SHORT	\$ 165.78	\$ 208.29
001-6169-014-L	ROD EYE, LONG	\$ 229.29	\$ 288.08
001-6173	CYLINDER, DW-8318-2	\$ 594.61	\$ 747.07
001-6191	HOIST CYLINDER	\$ 1,314.33	\$ 1,651.34
001-6403	RR IN/OUT CYLINDER	\$ 844.16	\$ 1,060.61
001-6403-001	PISTON	\$ 100.34	\$ 126.07
001-6403-002	ROD ASSEMBLY	\$ 272.94	\$ 342.92
001-6403-003	BARREL ASSEMBLY	\$ 873.21	\$ 1,097.11
001-6403-004	GLAND	\$ 234.47	\$ 294.59
001-6403-005	COLLAR, IN/OUT CYLINDER	\$ 262.89	\$ 330.30
001-6403-200	PISTON KIT, SEALS AND PISTON	\$ 234.00	\$ 294.00
001-6403-300	KIT, IN / OUT W/SEAL KIT	\$ 173.08	\$ 217.46
001-6404	ARM RAISE CYLINDER	\$ 605.65	\$ 760.95
001-6404-002	ROD, LIFT CYLINDER	\$ 329.86	\$ 414.44
001-6404-003	PISTON, LIFT	\$ 100.90	\$ 126.77
001-6404-014	ROD END, CYLINDER	\$ 349.89	\$ 439.60
001-6404-100	SEAL KIT, ARM RR	\$ 112.23	\$ 141.00
001-6405-002	ROD, TAILGATE	\$ 245.79	\$ 308.82
001-6405-006	RING, snap	\$ 0.95	\$ 1.20
001-6405-100	SEAL KIT, TAILGATE	\$ 129.79	\$ 163.07
001-6406	CYLINDER, PACKER	\$ 1,061.59	\$ 1,333.79
001-6406-001	BARREL, CYLINDER	\$ 1,615.33	\$ 2,029.52
001-6406-002	ROD, PACKER	\$ 668.29	\$ 839.64
001-6406-003	PISTON, HALF PACKER	\$ 125.10	\$ 157.17
001-6406-004	GLAND, PACKER	\$ 352.28	\$ 442.61
001-6406-005	COLLAR, CAP PACK CYLINDER	\$ 209.21	\$ 262.86
001-6406-006	PISTON, HALF PACKER	\$ 117.83	\$ 148.04
001-6406-100	SEAL KIT, PACKER	\$ 138.67	\$ 174.22
001-6407	HUGGER CYLINDER	\$ 644.28	\$ 809.48
001-6407-001	BARREL, DUMP CYLINDER	\$ 491.57	\$ 617.62
001-6407-002	ROD, DUMP	\$ 256.76	\$ 322.60
001-6407-003	PISTON, CYLINDER	\$ 120.49	\$ 151.39
001-6407-004	GLAND, CYLINDER	\$ 241.41	\$ 303.31
001-6407-007	PISTON, HALF DUMP	\$ 229.52	\$ 288.37

Parts Pricelist

Item	Description	Fleet	List
001-6407-100	DUMP/GRIP SEAL KIT	\$ 106.56	\$ 133.89
001-6445	BODY HOIST CYLINDER	\$ 1,279.20	\$ 1,607.20
001-6453	BLADE CYLINDER	\$ 1,179.94	\$ 1,482.49
001-6453-003	RETAINING GLAND	\$ 133.71	\$ 167.99
001-6454	SLIDE CYLINDER	\$ 1,391.27	\$ 1,748.01
001-6456	SLIDE CYLINDER, BIGBITE	\$ 1,863.19	\$ 2,340.93
001-6456-001	BARREL ASSEMBLY	\$ 1,416.48	\$ 1,779.68
001-6456-004	PISTON	\$ 260.55	\$ 327.36
001-6456-007	GARMAX BUSHING	\$ 131.79	\$ 165.58
001-6457	BLADE CYLINDER, REL T/G	\$ 1,662.12	\$ 2,088.30
001-6457-002	PLUNGER ASSEMBLY	\$ 1,204.69	\$ 1,513.59
001-6457-003	GLAND	\$ 362.62	\$ 455.60
001-6457-004	BUSHING, GARMAX, BIGBITE	\$ 149.57	\$ 187.92
001-6460	CYLINDER, TAILGATE RAISE	\$ 1,138.68	\$ 1,430.64
001-6463	18YD EJECTOR CYHLINDER	\$ 2,944.55	\$ 3,699.56
001-6464	20YD EJECTOR CYLINDER	\$ 2,943.95	\$ 3,698.81
001-6521-001	ROD SEAL KIT	\$ 112.96	\$ 141.92
001-6521-002	BORE SEAL KIT	\$ 177.90	\$ 223.52
001-6521-007	RING, snap	\$ 19.33	\$ 24.28
001-6521-009	RING, filler	\$ 17.05	\$ 21.42
001-6523-001	BORE SEAL KIT, 001-6655	\$ 238.38	\$ 299.51
001-6524-003	ORIFICE FOR T/G RAISE CYL	\$ 41.42	\$ 52.04
001-6525	HP DUMP PACK CYL - JD	\$ 2,630.77	\$ 3,305.32
001-6525-001	SPANNER NUT	\$ 249.74	\$ 313.78
001-6525-004	PISTON ONLY	\$ 377.33	\$ 474.08
001-6525-005	ROD GUIDE ONLY	\$ 356.90	\$ 448.41
001-6525-006	HEX NUT	\$ 51.11	\$ 64.21
001-6525-010	ROD SEAL KIT	\$ 315.68	\$ 396.63
001-6525-011	BORE SEAL KIT	\$ 316.02	\$ 397.06
001-6554	Tailgate Cylinder, RR	\$ 862.62	\$ 1,083.80
001-6559	SLIDE CYLINDER - P/T	\$ 1,737.93	\$ 2,183.56
001-6559-004	GLAND NUT	\$ 94.65	\$ 118.91
001-6560	PACKER CYL, WMS & DPRR	\$ 1,828.57	\$ 2,297.43
001-6833	TAILGATE RAISE CYLINDER	\$ 672.81	\$ 845.33
001-6834	TAILGATE RAISE CYLINDER	\$ 598.10	\$ 751.46
001-6836	ARM RAISE CYLINDER	\$ 977.34	\$ 1,227.94
001-6841	CYLINDER,PACKER 4 1/2 BORE	\$ 2,729.38	\$ 3,429.22
001-6843	CYLINDER,IN-OUT,LOADER	\$ 1,100.74	\$ 1,382.98
001-6845	27 YARD EJECTOR CYLINDER	\$ 2,711.03	\$ 3,406.17
001-6875	EJECT CYL DPF-R/L 27YD	\$ 2,720.95	\$ 3,418.63
001-6876	EJECT CYLINDER, 187"	\$ 2,446.08	\$ 3,073.28
002-1243	MANIFOLD	\$ 29.44	\$ 36.99
002-1244	RETURN LINE MANIFOLD	\$ 151.73	\$ 190.63
002-1634	MAC VALVE MANIFOLD, (nwu)	\$ 179.01	\$ 224.91
003-4388	T/G LATCH BEARING	\$ 24.84	\$ 31.20

Parts Pricelist

Item	Description	Fleet	List
003-4430	ARM PIVOT BUSHING HUGGER 30/10	\$ 174.72	\$ 219.52
003-4431	BEARING	\$ 17.77	\$ 22.32
003-4432	PIVOT BEARING	\$ 40.15	\$ 50.45
003-4432-100	PADDLE CHANGE OUT KIT	\$ 490.07	\$ 615.73
003-4433	BEARING HOUSING	\$ 115.07	\$ 144.57
003-4438	SPH BRG-QUAD LUB LOW	\$ 172.50	\$ 216.74
003-4444	BEARING HOLDER *MACHINED*	\$ 65.47	\$ 82.26
003-4448	BRONZE BUSHING	\$ 4.91	\$ 6.17
003-4449	4" CAM FOLLOWER	\$ 234.00	\$ 294.00
003-4450	2" CAM FOLLOWER	\$ 66.75	\$ 83.87
003-4460	BEARING - PACK CYL.	\$ 430.92	\$ 541.41
003-4576-001	INNER RACE BEARING	\$ 10.14	\$ 12.74
003-4576-003	1" INNER RACE BEARING	\$ 10.71	\$ 13.45
003-4576-004	INNER RACE WAS 1-6164-9/P25P8	\$ 10.64	\$ 13.37
003-4806	1" SPHERICAL BUSHING	\$ 11.30	\$ 14.20
003-4807	PIVOT BUSHING HOLDER	\$ 55.66	\$ 69.93
003-4808	1 1/4" BRONZE BUSHING	\$ 7.41	\$ 9.31
003-4812	BEARING,T/G HINGE DPFAM	\$ 37.86	\$ 47.57
003-4816	BEARING LINK ARM DPFAM F7	\$ 20.78	\$ 26.11
003-4819	FORK BRG BLOCK KIT DPFAM	\$ 311.58	\$ 391.47
003-4949	3/4" SPHERICAL BEARING	\$ 22.03	\$ 27.68
003-5080	BEARING	\$ 19.52	\$ 24.52
003-5081	BEARING, CYL BRKT-POWERLIFT	\$ 14.63	\$ 18.38
003-5082	CONNEX BEARING, 3 X 3	\$ 99.29	\$ 124.75
003-5083	CONNEX BEARING, 2 X 3	\$ 87.80	\$ 110.31
003-5084	CONNEX BEARING, 3 X 1	\$ 44.74	\$ 56.21
006-3242	PACKER JOURNAL BLOCK	\$ 430.47	\$ 540.84
006-3251	journal block	\$ 274.28	\$ 344.61
008-9044	SHAFT IDLER FOLLOWER DPMSL	\$ 56.25	\$ 70.68
011-4049-SER	BRKT	\$ 92.65	\$ 116.40
011-5093	O-RING	\$ 1.20	\$ 1.51
012-6111	COVER, EJECTOR CYL.	\$ 3.01	\$ 3.78
013-4173	LEVER	\$ 13.76	\$ 17.29
013-5014	LEVER	\$ 67.41	\$ 84.69
013-5015	LEVER	\$ 71.57	\$ 89.92
013-5018-SER	LEVER - TAILGATE SWITCH	\$ 159.54	\$ 200.45
013-5041-SER	LEVER BRKT	\$ 608.40	\$ 764.40
013-5049	LEVER,- L.H. CONTROL KIT	\$ 24.04	\$ 30.20
013-5052	LEVER,- LH CONTROLS LONG	\$ 58.41	\$ 73.38
013-5053	LEVER	\$ 19.67	\$ 24.72
013-5068	LEVER,- CONTROL	\$ 21.48	\$ 26.99
013-5072	LEVER,CONTROL	\$ 15.26	\$ 19.17
013-5115-SER	LEVER- DECEL VALVE	\$ 53.87	\$ 67.68
013-5123-SER	LEVER, DECEL UP	\$ 85.50	\$ 107.43
013-5124-SER	LEVER,DECEL DOWN	\$ 61.93	\$ 77.81

Parts Pricelist

Item	Description	Fleet	List
013-5137	LOCK LEVER (NWU)	\$ 7.50	\$ 9.43
013-5143	LATCH HANDLE	\$ 13.99	\$ 17.58
013-5187-SER	PIVOT ASSEMBLY	\$ 179.81	\$ 225.91
013-5195	LEVER, ASSY	\$ 94.19	\$ 118.34
013-5196	LEVER	\$ 58.50	\$ 73.50
013-5318-SER	LINK CONTROLS	\$ 33.32	\$ 41.87
013-5320	CONTROL LEVER	\$ 37.46	\$ 47.06
013-5321	PIVOT PLATE	\$ 13.76	\$ 17.29
013-5346-001-SER	LOCK LEVER ARM WELD'T LH - PL	\$ 215.90	\$ 271.26
013-5346-SER	RH LOCK ARM	\$ 400.05	\$ 502.62
013-5361-SER	LOCK SHAFT	\$ 352.23	\$ 442.55
013-5362-SER	LOCK SHAFT	\$ 306.91	\$ 385.61
013-5365	BELL CRANK, FORK C/S	\$ 65.75	\$ 82.61
014-1847	RUBBER PAD HUGGER GRABBER	\$ 13.96	\$ 17.54
015-2823	SPACER,PACKER CYL. 7000 L.A.	\$ 9.89	\$ 12.43
015-2826	MNT'G PAD FRT.-L.H.	\$ 63.21	\$ 79.42
015-2827	MNT'G PAD FRT.-R.H.	\$ 63.21	\$ 79.42
015-2858	SPACER, ARM CYL.	\$ 28.63	\$ 35.97
015-2889-001	SPACER, 2" ID, 3"	\$ 28.08	\$ 35.28
015-2907	SPACER	\$ 4.70	\$ 5.90
015-2908	GRIP ARM SPACER	\$ 9.24	\$ 11.60
015-2918	BEARING HOLDER	\$ 13.32	\$ 16.74
015-2919	SPACER LIFT BEARINGS	\$ 53.13	\$ 66.76
015-2926	SPACER RR LIFT ARM	\$ 6.96	\$ 8.74
015-2928	SPACER, TIP ROLLER	\$ 2.67	\$ 3.35
015-2929	SPACER ROLLER BRACKET	\$ 8.74	\$ 10.98
015-2930	SPACER ROLLER BRACKET	\$ 3.84	\$ 4.82
015-2976	SPACER	\$ 8.63	\$ 10.84
015-2980	SPACER SPHERICAL BEARING	\$ 20.79	\$ 26.13
015-3026	SPLIT SPACER	\$ 41.23	\$ 51.80
015-3031	SPACER, LIFT BASE RH	\$ 71.93	\$ 90.38
015-3032	SPACER, LIFT BASE LH	\$ 95.38	\$ 119.83
015-3034	BEARING SPACER	\$ 9.14	\$ 11.49
015-3039	SPACER WASHER FOLLOWER DPFAM	\$ 10.83	\$ 13.60
015-3042	SPACER ARM SHAFT DPFAM	\$ 16.11	\$ 20.25
015-3043	BEARING HOLDER	\$ 17.92	\$ 22.52
015-3045	SPACER	\$ 25.16	\$ 31.61
015-3158	SPACER SPHERICAL BRG F7 LOCK	\$ 53.45	\$ 67.15
015-3159	SPACER GRABBER AUTOCAN	\$ 11.81	\$ 14.84
015-3161	SPACER PACKER CYL	\$ 11.56	\$ 14.52
015-3163	SPACER, RING	\$ 19.34	\$ 24.30
015-3164	SPCER T/G HNGE REWRK KT(NWU)	\$ 3.56	\$ 4.47
015-3313	SPACER, LIFT ARM PIVOT PIN	\$ 7.30	\$ 9.17
018-0804	SPRING	\$ 8.74	\$ 10.98
018-0806	MOUNTING SLEEVE	\$ 62.74	\$ 78.83

Parts Pricelist

Item	Description	Fleet	List
018-0809	HOPPER SIDE SLEEVE	\$ 3.74	\$ 4.70
018-0833	TUBE	\$ 23.87	\$ 29.99
019-1265	SPRING-TORSION	\$ 19.70	\$ 24.75
019-1340	SPRING	\$ 12.15	\$ 15.27
019-1342	SPRING,	\$ 133.80	\$ 168.11
019-1343-001	SPRING,COMPRESSION	\$ 14.63	\$ 18.38
019-1353	SPRING GRABBER,F-7000	\$ 17.88	\$ 22.46
019-1354	SPRING ,- RECYCLE 2000	\$ 43.90	\$ 55.15
019-1390	SPRING-OUTER 300 GAL	\$ 35.13	\$ 44.14
019-1392	SPRING	\$ 32.19	\$ 40.44
019-1396-002	GRABBER SPRING,TORSION R/H	\$ 169.43	\$ 212.88
019-1400-001	LEAF SPRING	\$ 174.35	\$ 219.05
019-1400-004	ADJ STABLIZER	\$ 152.76	\$ 191.92
019-1400-005	NON-ADJ STABLIZER	\$ 44.63	\$ 56.08
019-1401	SPRING SUSPENSION	\$ 1,555.87	\$ 1,954.81
019-1404	SPRING, 7"	\$ 33.18	\$ 41.69
019-1469	SAFETY DRAWER EXT SPRING	\$ 72.42	\$ 90.98
019-1476	F7000 PANEL ROLLER SPRING	\$ 52.45	\$ 65.90
020-2455-SER	SLIM OIL TANK WELDMENT	\$ 2,114.47	\$ 2,656.64
021-2732	MUD FLAP SUPPORT	\$ 10.05	\$ 12.62
021-3073	ANTISAIL BAR	\$ 18.77	\$ 23.58
021-3121	BLADE HINGE BAR	\$ 65.64	\$ 82.48
021-3122	BLADE HINGE BAR	\$ 44.69	\$ 56.15
021-3134	RETAINER BAR	\$ 10.37	\$ 13.03
021-3220	RETAINER PIN, 4000 (NWU)	\$ 23.96	\$ 30.11
021-3298	BEARING BAR, 4000	\$ 31.39	\$ 39.44
021-3376	BEARING BAR, 4000	\$ 35.99	\$ 45.22
021-3421	BAR-ANTI SAIL	\$ 26.44	\$ 33.22
021-3527-001	BAR T/G SEAL-C/M	\$ 38.17	\$ 47.96
021-3527-003	BAR, T/G SEAL	\$ 11.09	\$ 13.94
021-3527-005	BAR, T/G SEAL	\$ 21.82	\$ 27.42
021-3527-006	BAR T/G SEAL 92.50"	\$ 31.48	\$ 39.55
021-3527-010	BAR, TAILGATE SEAL 59.00"	\$ 24.13	\$ 30.32
021-3527-013	BAR, TAILGATE SEAL 17"	\$ 6.58	\$ 8.27
021-3569	BAR - LATCH F5000	\$ 49.86	\$ 62.64
021-3576	LOCK BAR F4000	\$ 12.37	\$ 15.54
021-3577	LUG, PIVOT F4000 OUTER SLIDE	\$ 82.09	\$ 103.14
021-3593-001	BAR,T/G SEAL-VERT.	\$ 6.32	\$ 7.94
021-3593-002	BAR,T/G SEAL-HORIZ.	\$ 18.52	\$ 23.27
021-3610	LOCK BAR	\$ 11.20	\$ 14.07
021-3613-096	S.T.A.R. BAR-3/16 X 2.5 X 96.0	\$ 80.75	\$ 101.45
021-3614	LOCK BAR PAD	\$ 79.56	\$ 99.96
021-3619	BAR	\$ 10.76	\$ 13.52
021-3632-001	LATCH BAR, L/H	\$ 67.42	\$ 84.71
021-3632-003	BASE PLATE	\$ 45.82	\$ 57.57

Parts Pricelist

Item	Description	Fleet	List
021-3632-SER	CYL LOCK ASSY	\$ 117.22	\$ 147.27
021-3644	RETAINER RH	\$ 19.17	\$ 24.09
021-3645	RETAINER LH	\$ 9.73	\$ 12.23
021-3659-SER	RETAINER NUT	\$ 29.58	\$ 37.16
021-3678-001	1/8IN.X20IN.X216IN. BELTING	\$ 626.32	\$ 786.92
021-3678-002	TOP DOOR SEAL (80 INCHES)	\$ 355.60	\$ 446.78
021-3685	SEAL INNER T/G R2000	\$ 60.09	\$ 75.50
021-3686	SEAL RETAINER R2000	\$ 46.21	\$ 58.06
021-3687	SEAL RETAINER R2000	\$ 12.37	\$ 15.54
021-3691-SER	LATCH BAR	\$ 61.99	\$ 77.89
021-3747	SLOTTED BAR	\$ 26.36	\$ 33.12
021-3752	RETAINER, WIPER - SHORT	\$ 36.75	\$ 46.18
021-3761-008	BAR, 1/4" X 2" X 123.00"	\$ 65.93	\$ 82.83
021-3761-009	BAR, 1/4" X 2" X 115.00"	\$ 47.64	\$ 59.86
021-3761-010	BAR, 1/4" X 2" X 160.00"	\$ 90.42	\$ 113.60
021-3761-018	"BAR,1/4 X 2.5 X 53.62 HRS"	\$ 27.85	\$ 34.99
021-3761-019	"BAR,PACKER GUIDE,DPMSL"	\$ 22.56	\$ 28.34
021-3761-020	"BAR, CANDY CANE, DPMSL"	\$ 52.23	\$ 65.62
021-3761-029	BAR STOCK	\$ 110.73	\$ 139.12
021-3761-030	BAR STOCK	\$ 57.61	\$ 72.38
021-3761-032	BAR STOCK	\$ 110.73	\$ 139.12
021-3761-033	NARROW, BAR, DPF7000	\$ 23.17	\$ 29.11
021-3761-046	NARROW BAR,4"X 188.88" X 3/16"	\$ 141.52	\$ 177.81
021-3769	BRONZE WEAR PAD	\$ 132.74	\$ 166.78
021-3833-SER	LATCH ASSY.	\$ 103.60	\$ 130.16
021-3843-SER	LATCH BAR	\$ 77.69	\$ 97.61
021-3848	STOP 2 HOPPER R/L T/G PROP	\$ 2.95	\$ 3.70
021-3854	WEAR BAR-EJECTOR	\$ 19.87	\$ 24.97
021-3856	WEAR BAR, SLIDE TRACK ASS'Y	\$ 144.28	\$ 181.28
021-3870-SER	LATCH BAR WELD	\$ 130.34	\$ 163.76
021-3874	LOCK BAR	\$ 27.71	\$ 34.81
021-3875-001	BRACKET, T/G LOCK SIGHT BAR	\$ 15.99	\$ 20.09
021-3875-002	BAR, T/G LOCKED SIGHT	\$ 15.02	\$ 18.87
021-3875-SER	BAR T/G LOCK	\$ 56.10	\$ 70.48
021-3876-SER	BAR T/G LOCK	\$ 59.90	\$ 75.26
021-3877	LOCK BAR, SIDE DOOR	\$ 8.81	\$ 11.07
022-3509	240" RUBBER SEAL	\$ 54.60	\$ 68.60
022-3749	SEAL, 1/2" X 1" P EXT 48" LG	\$ 27.21	\$ 34.18
023-0656	PACKING NUT	\$ 84.16	\$ 105.74
026-1654	RING	\$ 0.70	\$ 0.88
026-2031-001	SNAP RING	\$ 40.05	\$ 50.31
026-2083-002	RING	\$ 6.74	\$ 8.47
026-2083-003	RING	\$ 8.89	\$ 11.17
026-2083-004	RING	\$ 6.15	\$ 7.72
026-2090-002	RING	\$ 4.45	\$ 5.59

Parts Pricelist

Item	Description	Fleet	List
026-2090-004	V-PACKING	\$ 2.57	\$ 3.23
026-2156-011	O-RING	\$ 0.78	\$ 0.98
026-2156-016	O-RING	\$ 0.31	\$ 0.39
026-2156-026	O-RING	\$ 0.83	\$ 1.04
026-2292-006	O-RING SEAL	\$ 3.60	\$ 4.53
026-2608-022	O-RING	\$ 1.37	\$ 1.72
026-2608-023	O-RING	\$ 3.12	\$ 3.92
026-2608-031	O-RING	\$ 1.56	\$ 1.96
026-2608-035	O-RING	\$ 5.88	\$ 7.39
026-2608-039	O-RING	\$ 1.95	\$ 2.45
026-2608-043	O-RING	\$ 2.25	\$ 2.82
026-2608-050	O-RING	\$ 5.10	\$ 6.41
026-2696	RING	\$ 48.78	\$ 61.29
026-2908-029	RING EXTERNAL	\$ 18.27	\$ 22.95
026-2908-031	SNAP RING	\$ 1.40	\$ 1.76
026-2908-037	RETAINING RING	\$ 2.06	\$ 2.59
026-2908-050	SNAP RING, 2	\$ 1.26	\$ 1.59
026-2919-028	RING	\$ 0.47	\$ 0.59
026-2919-038	SNAP RING	\$ 1.56	\$ 1.96
026-2919-045	SNAP RING	\$ 5.02	\$ 6.31
026-2919-056	SNAP RING	\$ 3.92	\$ 4.92
026-2919-057	RETAINING RING	\$ 7.07	\$ 8.88
026-2919-061	RETAINING RING	\$ 14.80	\$ 18.60
026-2919-076	RETAINING RING	\$ 19.42	\$ 24.40
026-2932-032	ORING, 2.00"	\$ 2.34	\$ 2.94
026-3411	PACKING	\$ 25.99	\$ 32.65
026-3622	V-PACKING SET	\$ 11.14	\$ 13.99
026-3707-001	RING	\$ 3.21	\$ 4.04
026-3707-010	WIPER	\$ 2.11	\$ 2.65
026-3707-013	WIPER RING	\$ 6.27	\$ 7.88
026-3718-002	INTERNAL RETAINING RING	\$ 3.96	\$ 4.98
026-3807	V-PACKING SET	\$ 8.28	\$ 10.41
026-3913	PISTON RING	\$ 13.01	\$ 16.35
026-3929	RING, RETAINING	\$ 3.29	\$ 4.14
026-3931-001	O-RING, FLAT FACE, VITON #4	\$ 0.62	\$ 0.78
026-3931-002	O-RING, FLAT FACE, VITON #6	\$ 0.84	\$ 1.06
026-3931-003	O-RING, FLAT FACE, VITON #8	\$ 0.67	\$ 0.84
026-3931-004	O-RING, FLAT FACE, VITON #10	\$ 0.62	\$ 0.78
026-3931-005	ORING, FLT FCE, VITON #12 (NWU	\$ 0.55	\$ 0.69
026-3931-006	O-RING, FLAT FACE, VITON #16	\$ 2.57	\$ 3.23
026-3931-008	O-RING, FLAT FACE, VITON #24	\$ 2.89	\$ 3.63
026-3932-002	O-RING	\$ 0.20	\$ 0.25
026-3932-004	O-RING	\$ 0.56	\$ 0.71
026-3932-005	O-RING	\$ 0.34	\$ 0.43
026-3932-006	O-RING	\$ 0.51	\$ 0.65

Parts Pricelist

Item	Description	Fleet	List
026-3932-010	O-RING	\$ 0.78	\$ 0.98
026-3932-012	O-RING	\$ 0.58	\$ 0.73
026-3932-016	O-RING	\$ 1.62	\$ 2.04
026-3932-018	O-RING	\$ 1.61	\$ 2.02
026-3932-020	O-RING	\$ 2.01	\$ 2.53
026-3934-001	RING, RETAINING	\$ 1.17	\$ 1.47
026-3936	RETAINER, SPACER (SMALL)	\$ 3.53	\$ 4.43
026-3937	RETAINER, SPACER (LARGE)	\$ 3.53	\$ 4.43
026-3977-006	EXCLUSION RING	\$ 6.15	\$ 7.72
026-3979-007	WEAR RING	\$ 3.84	\$ 4.82
026-3979-017	WEAR RING	\$ 4.40	\$ 5.53
026-3979-040	WEAR RING	\$ 3.68	\$ 4.63
026-3980-012	SEAL	\$ 26.83	\$ 33.71
026-3980-014	SINGLE LIP SEAL	\$ 7.71	\$ 9.68
026-3980-039	ROD SEAL	\$ 19.87	\$ 24.97
026-3980-041	ROD SEAL	\$ 40.36	\$ 50.71
026-3980-042	ROD SEAL	\$ 25.60	\$ 32.16
026-3980-043	ROD SEAL	\$ 27.14	\$ 34.10
026-3983	PISTON RING	\$ 13.74	\$ 17.27
026-4142	SOLID SEAL RING	\$ 32.82	\$ 41.24
026-4143-009	WEAR RING	\$ 3.01	\$ 3.78
026-4143-011	WEAR RING	\$ 5.10	\$ 6.41
026-4143-014	WEAR RING	\$ 7.96	\$ 10.00
026-4173-034	O-RING	\$ 8.16	\$ 10.25
026-4186-016	BACK-UP RING	\$ 1.25	\$ 1.57
026-4186-026	BACK-UP RING	\$ 0.92	\$ 1.16
026-4186-027	BACK-UP RING	\$ 1.98	\$ 2.49
026-4195	V PACKING SET	\$ 10.36	\$ 13.01
026-4200-022	BACKUP RING	\$ 0.84	\$ 1.06
026-4200-023	BACK-UP RING	\$ 1.05	\$ 1.31
026-4200-031	BACK-UP RING	\$ 2.81	\$ 3.53
026-4200-035	BACK-UP RING	\$ 3.84	\$ 4.82
026-4200-039	BACK UP RING	\$ 1.53	\$ 1.92
030-0712-101	FLANGE, companion - for 1" fla	\$ 220.55	\$ 277.10
030-0712-102	FLANGE, companion - for 1-1/4"	\$ 114.66	\$ 144.06
030-0712-103	YOKE, flange	\$ 52.57	\$ 66.05
030-0712-104	JOURNAL & BEARING KIT	\$ 10.67	\$ 13.41
030-0712-105	YOKE, tube	\$ 27.92	\$ 35.08
031-3314	QUICK EXH. 1/4 NPT	\$ 52.63	\$ 66.13
031-3315	3 SPOOL BODY VALVE	\$ 1,237.06	\$ 1,554.26
031-3318	ADJUSTABLE REGULATOR VALVE	\$ 90.01	\$ 113.09
031-3319-014	RETAINING RING	\$ 8.92	\$ 11.21
031-3319-015	PLATE, MOUNTING	\$ 334.60	\$ 420.40
031-3319-016	DISC,PRESSURE	\$ 126.39	\$ 158.80
031-3319-021	PIN	\$ 14.54	\$ 18.27

Parts Pricelist

Item	Description	Fleet	List
031-3319-025	SEAL KIT	\$ 40.39	\$ 50.74
031-3322	AIR CONT.-(2) LEVER SHORT HAND	\$ 936.84	\$ 1,177.06
031-3328	AIR SLIDE VALVE	\$ 83.90	\$ 105.41
031-3374	MAIN CONTROL VALVE 4000	\$ 1,109.14	\$ 1,393.54
031-3374-001	WORKING VALVE SECTION	\$ 254.72	\$ 320.03
031-3378	SINGLE LEVER AIR VALVE	\$ 445.57	\$ 559.82
031-3381	24 VOLT SOLENOID AIR VALVE	\$ 369.53	\$ 464.28
031-3408-026	HANDLE BRACKET	\$ 131.21	\$ 164.86
031-3409	OVER - CENTER VALVE	\$ 457.42	\$ 574.71
031-3421	VALVE, 2	\$ 57.86	\$ 72.70
031-3426	DECELERATION VALVE (DANA)	\$ 1,133.11	\$ 1,423.65
031-3426-003	CAP, FOR CAM VA W/ 1/8-27 NPT	\$ 133.41	\$ 167.62
031-3426-004	CAPSCREW	\$ 22.67	\$ 28.48
031-3426-005	ORING	\$ 11.03	\$ 13.86
031-3426-011	SCRAPER RING	\$ 40.48	\$ 50.86
031-3426-012	PIN	\$ 34.60	\$ 43.47
031-3426-013	ROLLER	\$ 24.66	\$ 30.99
031-3426-017	SEAL KIT	\$ 78.64	\$ 98.80
031-3426-018	SEAL KIT	\$ 281.52	\$ 353.70
031-3430-002	LOCK BEARING	\$ 6.99	\$ 8.78
031-3430-010	SCREW	\$ 11.04	\$ 13.88
031-5724-012	AIR SOLENOID VALVE, 3 WAY 12V	\$ 44.46	\$ 55.86
031-6082-001	4-WAY VALVE SECTION	\$ 824.41	\$ 1,035.80
031-6082-002	relief valve	\$ 290.41	\$ 364.87
031-6082-005	CROSSPORT RELIEF VALVE	\$ 326.02	\$ 409.62
031-6082-006	crossport relief valve	\$ 152.43	\$ 191.51
031-6082-007	O-RING	\$ 3.92	\$ 4.92
031-6082-025	SEAL KIT	\$ 44.66	\$ 56.11
031-6082-026	SEAL KIT	\$ 73.62	\$ 92.49
031-6082-027	O RING	\$ 37.25	\$ 46.80
031-6082-030	RELIEF CARTRIDGE	\$ 58.69	\$ 73.74
031-6082-044	RELIEF CARTRIDGE (2350 PSI)	\$ 288.44	\$ 362.40
031-6082-045	O RING	\$ 5.02	\$ 6.31
031-6082-046	RELIEF CARTRIDGE,PARKER#712683	\$ 110.87	\$ 139.30
031-6082-047	POPPET	\$ 60.37	\$ 75.85
031-6082-063	PIN, push	\$ 1.98	\$ 2.49
031-6082-064	GUIDE TUBE ASSY	\$ 51.54	\$ 64.76
031-6082-068	PART OF VALVE 031-6082	\$ 58.89	\$ 73.99
031-6082-069	PAR OF VAVLE 031-6082	\$ 1.09	\$ 1.37
031-6082-070	PART OF VALVE 031-6082	\$ 17.85	\$ 22.42
031-6082-071	COIL W/DIN	\$ 136.20	\$ 171.13
031-6082-105	GRIP SECTION	\$ 351.34	\$ 441.43
031-6082-106	DUMP SECTION	\$ 337.94	\$ 424.59
031-6082-120	CARTRIDGE, WITH GAUGE PORT	\$ 108.11	\$ 135.83
031-6082-121	VALVE ORING	\$ 1.09	\$ 1.37

Parts Pricelist

Item	Description	Fleet	List
031-6082-122	INTERNAL RESISTANCE VALVE	\$ 181.52	\$ 228.07
031-6082-123	BOLT FOR 031-6082 VALVE	\$ 6.24	\$ 7.84
031-6082-130	WASHER FOR 031-6082	\$ 8.38	\$ 10.53
031-6082-131	SPRING	\$ 2.43	\$ 3.06
031-6086	VALVE, IC	\$ 4,973.90	\$ 6,249.26
031-6086-006	O-RING	\$ 7.80	\$ 9.80
031-6086-009	BACK UP RING	\$ 8.03	\$ 10.09
031-6086-010	REPAIR KIT, VALVE	\$ 316.77	\$ 398.00
031-6112	3 BANK PNEUMATIC VALVE	\$ 275.75	\$ 346.45
031-6112-050	VALVE, 3-WAY N.C. AIR	\$ 94.08	\$ 118.21
031-6112-051	3 STATION MANIFOLD	\$ 48.17	\$ 60.52
031-6112-052	ADAPTOR	\$ 4.71	\$ 5.92
031-6113	5 BANK PNEUMATIC VALVE	\$ 442.31	\$ 555.72
031-6113-050	5 STATION MANIFOLD	\$ 51.73	\$ 64.99
031-6115	CONTROL VALVE,V40 4-STACK,W/P	\$ 3,263.25	\$ 4,099.99
031-6115-003	MAIN RELIEF FOR RAPID RAIL	\$ 289.38	\$ 363.58
031-6131	HPT VALVE, DETENT UP/SPRING D	\$ 957.06	\$ 1,202.46
031-6137	RELIEF, 2000PSI	\$ 97.39	\$ 122.36
031-6138	VALVE, PO CHECK & DUMP COMBO.	\$ 775.24	\$ 974.02
031-6138-019	SPRING	\$ 5.85	\$ 7.35
031-6138-021	O-RING	\$ 4.37	\$ 5.49
031-6138-022	PLUG	\$ 18.55	\$ 23.30
031-6139	VALVE, SNOW PLOW SOLENOID	\$ 960.10	\$ 1,206.28
031-6139-111	COIL, DIRECTIONAL PLOW	\$ 134.30	\$ 168.74
031-6140-002	VALVE ASS'Y MAC SOLENOID DUMP	\$ 162.82	\$ 204.57
031-6283	LOADER VALVE, RR	\$ 3,080.00	\$ 3,869.75
031-6283-002	LIFT,SECTION ONLY	\$ 501.37	\$ 629.92
031-6283-003	VALVE SECTION-IN/OUT FUNCTION	\$ 793.01	\$ 996.35
031-6283-004	IN/OUT VALVE SECTION W/RELIEF	\$ 1,012.46	\$ 1,272.06
031-6283-005	VALVE SECTION-GRIP FUNCTION	\$ 1,026.54	\$ 1,289.76
031-6283-026	TUBE***NSS	\$ 90.21	\$ 113.35
031-6283-027	COIL 4 STACK VALVE	\$ 60.67	\$ 76.22
031-6283-028	COIL RETAINER, PARKER #30241-0	\$ 20.89	\$ 26.24
031-6283-029	EXT. PUSH PIN	\$ 32.45	\$ 40.77
031-6283-033	O-RING	\$ 5.65	\$ 7.10
031-6283-035	ORING	\$ 2.68	\$ 3.37
031-6283-036	O'RING	\$ 2.68	\$ 3.37
031-6283-037	PUSH PIN	\$ 10.53	\$ 13.23
031-6283-038	SOLENOID	\$ 183.19	\$ 230.16
032-1548	YOKE	\$ 24.69	\$ 31.02
035-2641	GUARD, LIGHT	\$ 10.47	\$ 13.15
035-2650	MUD FLAP HEIL SPRAY GRD 30IN.	\$ 60.57	\$ 76.11
035-2650-001	MUD FLAP HEIL SPRAY GRD. 36IN.	\$ 78.02	\$ 98.02
035-2650-002	MUDFLAP,HEIL (NWU)	\$ 91.95	\$ 115.52
036-1115	CABLE TIE	\$ 0.23	\$ 0.29

Parts Pricelist

Item	Description	Fleet	List
036-1122-004	TUBE CLAMP 1/4"	\$ 0.94	\$ 1.18
036-1122-006	TUBE CLAMP 3/8"	\$ 0.42	\$ 0.53
036-1122-008	TUBE CLAMP 1/2"	\$ 0.45	\$ 0.57
036-1249	CLAMP 4000	\$ 0.33	\$ 0.41
036-1474-004	CLAMP, 4000	\$ 3.31	\$ 4.16
036-1474-005	CLAMP ASSEMBLY, 4000	\$ 7.74	\$ 9.72
036-1474-006	CLAMP ASSEMBLY, 4000	\$ 3.74	\$ 4.70
036-1474-007	TUBE CLAMP	\$ 8.00	\$ 10.05
036-1474-008	TUBE CLAMP ASSY, 4000	\$ 4.43	\$ 5.57
036-1474-009	CLAMP ASSEMBLY	\$ 7.02	\$ 8.82
036-1474-010	CLAMP ASSEMBLY	\$ 6.44	\$ 8.09
036-1474-012	CLAMP ASSEMBLY	\$ 17.24	\$ 21.66
036-1478	CLAMP	\$ 8.07	\$ 10.13
036-1485	CLAMP, TUBE (SHORT), 4000	\$ 39.51	\$ 49.65
036-1490	CABLE TIE 24" LONG	\$ 0.89	\$ 1.12
036-1492	UNIVERSAL HANGER	\$ 17.00	\$ 21.36
036-1495-006	3/8" TWIN (STAUFF) CLAMP	\$ 3.21	\$ 4.04
036-1495-008	1/2" TWIN (STAUFF) CLAMP	\$ 9.56	\$ 12.01
036-1495-010	5/8" TWIN (STAUFF) CLAMP	\$ 7.52	\$ 9.45
036-1495-012	3/4" TWIN (STAUFF) CLAMP	\$ 13.34	\$ 16.76
036-1495-016	1" TWIN (STAUFF) CLAMP	\$ 6.47	\$ 8.13
036-1581	CABLE TIE, 5.5"	\$ 0.03	\$ 0.04
036-1636	CLAMP	\$ 9.39	\$ 11.80
036-1637	CLAMP	\$ 16.40	\$ 20.60
036-1640-215	CABLE TIE, 15"	\$ 0.48	\$ 0.61
036-1641-008	TUBE CLAMP, SPLIT, 1/2"	\$ 15.58	\$ 19.58
036-1641-014	SPLIT TUBE CLAMP, 7/8"	\$ 10.33	\$ 12.98
036-1643	CLAMP	\$ 4.37	\$ 5.49
036-1648	CYLINDER PIN CLAMP	\$ 61.17	\$ 76.85
036-1649	BAS, MOUNT BLOCK	\$ 183.94	\$ 231.10
036-1651	CYLINDER PIN CLAMP	\$ 59.08	\$ 74.23
036-1714	U BOLT CLAMP	\$ 1.61	\$ 2.02
036-1715-001	CLAMP,TUBE STRAP(3.75"-4.62")	\$ 6.86	\$ 8.62
036-1716	3/4" TUBE CLAMP -JD#T105774	\$ 3.00	\$ 3.76
036-1819	HOSE CLAMP, HALF 2 REQ	\$ 25.10	\$ 31.54
040-2218	LOCK COLLAR, 4000	\$ 5.81	\$ 7.30
040-2219	RETAINER, T/G CYL. PIN	\$ 10.22	\$ 12.84
040-2220	RETAINER F5000	\$ 7.68	\$ 9.64
040-2228	COLLAR (BODY HINGE AREA), 4000	\$ 7.99	\$ 10.04
040-2230	COLLAR,PIN LOCK	\$ 16.97	\$ 21.32
040-2254	COLLAR	\$ 11.37	\$ 14.29
040-2264	COLLAR, HANDLE	\$ 27.14	\$ 34.10
040-2266	RETAINER, PIN	\$ 8.99	\$ 11.29
040-2436	COLLAR EJECTOR PIN F5000	\$ 8.78	\$ 11.03
040-2439	LOCK COLLAR EJECTOR PIN	\$ 11.84	\$ 14.88

Parts Pricelist

Item	Description	Fleet	List
040-2451	BOSS T/G LOCK, R2000	\$ 47.38	\$ 59.53
040-2452	COLLAR, T/G RAISE BASE END	\$ 10.06	\$ 12.64
040-2468	COLLAR EJECTOR PANEL	\$ 29.02	\$ 36.46
040-2470	COLLAR EJECTOR PANEL	\$ 29.02	\$ 36.46
040-2480	HUB, BLADE	\$ 27.88	\$ 35.03
040-2481	HOIST CYL. LOCK COLLAR	\$ 18.22	\$ 22.89
043-0568	CHAIN ASSEMBLY	\$ 13.57	\$ 17.05
043-0568-SER	CHAIN ASSEMBLY, P-119	\$ 30.59	\$ 38.44
043-0795	LINK	\$ 3.79	\$ 4.76
043-0797	CHAIN 10 LINKS	\$ 4.74	\$ 5.96
043-0800	"CHAIN, HOPPER COVER"	\$ 19.61	\$ 24.64
043-0803	SHACKLE, 1/4" CHAIN	\$ 16.04	\$ 20.15
047-1088	SET SCREW	\$ 2.43	\$ 3.06
047-1210	BOLT	\$ 6.01	\$ 7.55
047-1228	LOCK NUT	\$ 15.15	\$ 19.03
047-1233	EYE BOLT	\$ 85.08	\$ 106.90
047-1430	ROD END BOLT	\$ 49.05	\$ 61.62
047-1452-001	CAGE NUT	\$ 3.37	\$ 4.23
047-1520	NYLON PLUG	\$ 0.84	\$ 1.06
047-1530	HEX HEAD CAP SCREW SPECIAL	\$ 3.70	\$ 4.65
047-1630	LOCKNUT	\$ 61.06	\$ 76.71
047-1631	LOCKNUT, TAILGATE - V	\$ 68.39	\$ 85.93
047-1640	SLING FASTENER, LISC. PLATE	\$ 1.95	\$ 2.45
047-1720	3/8-16NC-1 1/4 H.H. BLT 4000	\$ 2.04	\$ 2.57
047-1729	SPADE BOLT	\$ 45.22	\$ 56.82
047-1749	5/16-18 X 1/2 SET SCREW, 4000	\$ 0.48	\$ 0.61
047-1757	DRIVE RIVET, 3/8" X 9/16" LG.	\$ 1.81	\$ 2.27
047-1758	BOLT, SELF TAPPING	\$ 1.62	\$ 2.04
047-1773	MOUNTING STUD	\$ 40.61	\$ 51.02
047-1775	SKT HD CPSCREW 3/8-16X1, 4000	\$ 1.08	\$ 1.35
047-1786	RIVET, 4000	\$ 0.23	\$ 0.29
047-1790	RIVET,STRUCTURAL LAIDLAW SP	\$ 0.39	\$ 0.49
047-1791	WING SCREW, 5/16-18 PLATED	\$ 5.15	\$ 6.47
047-1792-002	ORIFICE RETAINER	\$ 31.84	\$ 40.00
047-1794	HEX HEAD CAP SCREW	\$ 0.41	\$ 0.51
047-1796-002	BODY BOUND BOLT	\$ 10.58	\$ 13.29
047-1799	TURNBUCKLE T/G LOCK HP III	\$ 73.09	\$ 91.83
047-2149	WING SCREW 47-1791	\$ 10.89	\$ 13.68
047-2151-001	#12-143/4 TEK SCREW 4000	\$ 0.31	\$ 0.39
047-2151-005	TEK SCREW	\$ 1.54	\$ 1.94
047-2151-010	14 X 3/4 HEX WASHER HEAD	\$ 0.47	\$ 0.59
047-2151-011	1/4IN.-14X1IN.LG. TEK SCREW #3	\$ 0.48	\$ 0.61
047-2151-012	TEK 4 #12 X 11/4	\$ 1.23	\$ 1.55
047-2153	EYE BOLT	\$ 15.96	\$ 20.05
047-2154	BOLT - YOKE MTG. F5000	\$ 62.40	\$ 78.40

Parts Pricelist

Item	Description	Fleet	List
047-2162-SER	CAB PROTECTOR TURNBUCKLE	\$ 43.43	\$ 54.57
047-2166	EYE BOLT	\$ 85.50	\$ 107.43
047-2168-003	1/2-13X.75" SOC HD BUT SCR	\$ 2.51	\$ 3.16
047-2168-008	CAPSCREW BUTTON HEAD	\$ 1.93	\$ 2.43
047-2168-009	CAPSCREW BUTTON HD HEX SCKT X2	\$ 2.15	\$ 2.70
047-2174-005	3/4-10NC GR.	\$ 1.23	\$ 1.55
047-2189	SHOULDER BOLT	\$ 12.67	\$ 15.92
047-2192	WELL NUT, 4000	\$ 1.37	\$ 1.72
047-2193	SCREW, DRIVELINE	\$ 2.70	\$ 3.39
047-2196	TURNBUCKLE RATCHET	\$ 157.31	\$ 197.65
047-2270	NUT, BLIND 3/8-16	\$ 2.71	\$ 3.41
047-2281-001	NUT HEX 1-8UNC L.H. THD GR5	\$ 6.36	\$ 8.00
047-2281-002	NUT HEX 1-8UNC R.H. THD GR5	\$ 1.97	\$ 2.47
047-2284-006	SHOULDER BOLT - 3/8" DIA.	\$ 5.68	\$ 7.13
047-2285-001	ACORN NUT, CENTER LOCK .38-16	\$ 0.78	\$ 0.98
047-2287	3/8 - 16 WELD NUT	\$ 0.22	\$ 0.27
047-2288	BOLT, CROSS DRILLED HP S.H.	\$ 21.81	\$ 27.40
047-2290-002	STUD HOC-17.62"LG#391-1873-290	\$ 14.68	\$ 18.44
047-2293-001	3/8" DOUBLE END STUD	\$ 3.93	\$ 4.94
047-2305	1-14uns x 43/4 gr8	\$ 24.51	\$ 30.79
047-2306	BOLT 1-14 X 7.00 HEX CAP GR8	\$ 15.16	\$ 19.05
047-2310-001	SET SCREW	\$ 1.53	\$ 1.92
047-2313	ANBLT5/1624UNFX23/32	\$ 5.46	\$ 6.86
047-2314-001	BOLT 1/2"HHCS 5.36LG	\$ 5.44	\$ 6.84
047-2314-002	BOLT, 1/2" X 6.38	\$ 5.29	\$ 6.64
047-2314-003	BOLT1/2"HHCS 6.38LG	\$ 6.93	\$ 8.70
047-2321-001	SCREW, #8 X 1/2 PAN HD Z	\$ 0.08	\$ 0.10
047-2323-006	SHLD'R.SCREW, 3/8"DIA. X 1.25"	\$ 3.26	\$ 4.10
047-2365-017	7/8-9 UNC HHCS GR 8 - P/L	\$ 2.84	\$ 3.57
047-2365-021	NUT 1 1/4 UNC,GR8	\$ 4.27	\$ 5.37
047-2366	TEE NUT, 1/4-20	\$ 0.09	\$ 0.12
047-2389	RETAINER BLOCK	\$ 12.00	\$ 15.07
047-2390	QUICK RELEASE PIN	\$ 7.47	\$ 9.39
047-2393-003	CARRIAGE BOLT 3/8"	\$ 4.31	\$ 5.41
047-2394	PAN HEAD SCREW	\$ 0.09	\$ 0.12
048-3127-012	3/8 x 1 1/4 CLEVIS PIN	\$ 1.01	\$ 1.27
048-5644	CYLINDER PIN	\$ 21.14	\$ 26.56
048-5675	GRABBER PIN	\$ 42.93	\$ 53.94
048-5678	PIN,BODY HINGE HHPIII & HHPIV	\$ 31.01	\$ 38.96
048-5810	PIN	\$ 73.04	\$ 91.77
048-5811-001	PIN, T/G CYL.	\$ 11.14	\$ 13.99
048-5811-003	PIN, T/G CYL.	\$ 14.02	\$ 17.62
048-5811-005	"PIN,TG CYL., BOTTOM END"	\$ 41.00	\$ 51.51
048-5816	PIN,- RECYCLE CONTAINER	\$ 63.93	\$ 80.32
048-5818	PIN, PACKER	\$ 36.47	\$ 45.82

Parts Pricelist

Item	Description	Fleet	List
048-5833	PIN, UPPER HOIST CYL.	\$ 22.79	\$ 28.64
048-5834	PIN, LOWER HOIST CYL	\$ 211.40	\$ 265.60
048-5835	PIN BODY PIVOT	\$ 24.65	\$ 30.97
048-5840	PIN	\$ 3.28	\$ 4.12
048-5841-001	PIN	\$ 21.89	\$ 27.50
048-5841-002	PIN	\$ 24.71	\$ 31.05
048-5844	KING PIN, 5TH WHEEL	\$ 202.97	\$ 255.02
048-5849	PIN	\$ 12.60	\$ 15.84
048-5851	PIN	\$ 45.77	\$ 57.51
048-5853	PIN ASSY	\$ 38.02	\$ 47.77
048-5856	PIN	\$ 106.80	\$ 134.18
048-5857	PIN RR LOADER	\$ 38.80	\$ 48.75
054-4571-023	TUBE	\$ 43.01	\$ 54.04
054-4739	ELBOW	\$ 102.77	\$ 129.12
054-4803	TUBE	\$ 62.98	\$ 79.13
054-4804	TUBE	\$ 54.77	\$ 68.82
054-4806	TUBE	\$ 35.33	\$ 44.39
054-4807	TUBE	\$ 58.30	\$ 73.25
054-4829	TUBE - ASS'Y RETURN LINE	\$ 38.61	\$ 48.51
054-4870-002	TEE	\$ 5.51	\$ 6.92
054-5449	1/4" O.D. BLACK AIR LINE	\$ 3.04	\$ 3.82
054-5857	TUBE	\$ 64.82	\$ 81.44
054-5860	TEE - 3/8" OD	\$ 11.45	\$ 14.39
054-5866	INVERTED FLARE MALE ELBOW 1/8	\$ 3.26	\$ 4.10
054-5867	REDUCER 1/8" X 1/4"	\$ 4.45	\$ 5.59
054-6563	RESTRICTOR FITTING	\$ 66.66	\$ 83.75
054-7350	SHRINK TUBING	\$ 6.44	\$ 8.09
054-7355-004	TUBE HHP II	\$ 92.65	\$ 116.40
054-7355-006	TUBE	\$ 109.64	\$ 137.75
054-7355-009	TUBE, 5/8"O.D.	\$ 104.94	\$ 131.85
054-7356-004	TUBE HHP II	\$ 116.00	\$ 145.75
054-7356-011	TUBE - 1 O.D.	\$ 174.81	\$ 219.64
054-7356-018	TUBE, 1" O.D	\$ 104.54	\$ 131.34
054-7359-002	TUBE	\$ 60.84	\$ 76.44
054-7359-003	TUBE 5/8OD-T/DCIRC-HHP III	\$ 32.92	\$ 41.36
054-7359-006	TUBE 5/8" O.D.T/D -23YD.	\$ 74.29	\$ 93.34
054-7362-002	TUBE HHP II	\$ 343.89	\$ 432.06
054-7362-004	TUBE-1 1/4IN. O.D.	\$ 192.29	\$ 241.59
054-7362-008	TUBE	\$ 148.86	\$ 187.02
054-7362-009	TUBE, 1 1/4" O.D. X 164"LG.	\$ 182.24	\$ 228.97
054-7363	TUBE ASSY F5000	\$ 60.67	\$ 76.22
054-7364	TUBE ASSY F5000	\$ 74.65	\$ 93.79
054-7372	MALE ELBOW 90 DEG HHP III	\$ 47.46	\$ 59.62
054-7373	HEX NIPPLE 1/4" F5000	\$ 2.03	\$ 2.55
054-7380	TUBE, T/G PLUMBING	\$ 77.89	\$ 97.86

Parts Pricelist

Item	Description	Fleet	List
054-7381	TUBE, T/G PLUMBING	\$ 103.27	\$ 129.75
054-7382	TUBE, T/G PLUMBING	\$ 51.56	\$ 64.78
054-7383	TUBE, T/G PLUMBING	\$ 51.25	\$ 64.39
054-7384	TUBE, T/G PLUMBING	\$ 40.26	\$ 50.59
054-7386-003	TUBES	\$ 52.70	\$ 66.21
054-7386-004	TUBES	\$ 63.51	\$ 79.79
054-7387	TUBE, HYDRAULIC	\$ 34.85	\$ 43.79
054-7388	TUBE, HYDRAULIC	\$ 43.41	\$ 54.55
054-7605-008	BULKHEAD RUN TEE, 1/2"	\$ 13.73	\$ 17.25
054-7648	3/8IN. O.D. AIR LINE TUBING	\$ 4.20	\$ 5.27
054-8468-003	FTG, AIR 1/4" TUBE - 1/8" NPT	\$ 3.54	\$ 4.45
054-8468-004	FTG, AIR 1/4" TUBE - 1/4" NPT	\$ 5.44	\$ 6.84
054-8469-002	1/4" AIR LINE CONNECTOR	\$ 9.36	\$ 11.76
054-8469-003	3/8" AIR LINE CONNECTOR	\$ 11.47	\$ 14.41
054-8470-001	1/8" TUBE-1/8" NPT AIRLINE ELBOW	\$ 7.43	\$ 9.33
054-8470-002	1/8" TUBE-1/4" NPT AIRLINE ELBOW	\$ 7.74	\$ 9.72
054-8470-003	1/4" TUBE-1/8" NPT AIRLINE ELBOW	\$ 7.35	\$ 9.23
054-8470-004	1/4" TUBE-1/4" NPT AIRLINE ELBOW	\$ 7.05	\$ 8.86
054-8470-006	3/8" TUBE-1/4" NPT AIRLINE ELBOW	\$ 11.75	\$ 14.76
054-8471-002	AIR LINE CONNECTOR	\$ 21.12	\$ 26.54
054-8471-003	AIR LINE CONNECTOR	\$ 11.75	\$ 14.76
054-8471-004	AIR LINE CONNECTOR	\$ 11.61	\$ 14.58
054-8472-002	AIR LINE CONNECTOR	\$ 11.15	\$ 14.01
054-8473-003	AIR LINE CONNECTOR	\$ 6.90	\$ 8.66
054-8474-002	AIR FITTING P/N#3140-56-00	\$ 5.94	\$ 7.47
054-8507-012	UNION - MALE SAE O'RING	\$ 31.87	\$ 40.04
054-8735-012	3/4 FLANGE ADAPTER	\$ 33.99	\$ 42.71
054-8735-017	1 1/4 FLANGE ADAPTER	\$ 53.91	\$ 67.74
054-8735-023	90 DEG. EL. FLG 1 1/4"-1 1/2"	\$ 111.88	\$ 140.57
054-8736-003	FLANGE KIT, 1"	\$ 27.41	\$ 34.44
054-8736-004	4 BOLT FLANGE KIT	\$ 19.38	\$ 24.34
054-8736-005	4 BOLT FLANGE KIT	\$ 69.50	\$ 87.32
054-8736-006	(4) BOLT FLG.KIT - 2"	\$ 38.06	\$ 47.82
054-8736-007	4-BOLT FLANGE KIT 2 1/2"	\$ 91.03	\$ 114.37
054-8736-013	O'RING	\$ 6.71	\$ 8.43
054-8736-014	O-RING	\$ 8.91	\$ 11.19
054-8739-002	STREET ELBOW (BRASS) 1/4"	\$ 8.77	\$ 11.02
054-8740-001	1/8 NPT STREET T BRASS	\$ 6.04	\$ 7.59
054-8740-002	1/4IN. N.P.T. STRET. T - BRASS	\$ 9.20	\$ 11.56
054-8773	TUBE	\$ 51.92	\$ 65.23
054-8774	TUBE	\$ 54.21	\$ 68.11
054-8775	TUBE 1/2	\$ 130.92	\$ 164.48
054-8776	TUBE 1/2	\$ 22.46	\$ 28.22
054-8777	TUBE 1/2	\$ 75.85	\$ 95.30
054-8778	TUBE 1/2	\$ 76.77	\$ 96.45

Parts Pricelist

Item	Description	Fleet	List
054-8779	TUBE	\$ 87.69	\$ 110.17
054-8783-163	TUBE DRAIN 24-32YARD	\$ 183.96	\$ 231.12
054-8787	TUBE 3/4	\$ 129.15	\$ 162.27
054-8788	TUBE, BODY LIFT	\$ 49.73	\$ 62.48
054-8925-002	PLUG BRASS 1/4 NPT	\$ 2.25	\$ 2.82
054-8927-001	NIPPLE, 1/8" X CLOSE BRASS	\$ 1.14	\$ 1.43
054-8927-002	BRASS NIPPLE 1/4 NPT	\$ 5.13	\$ 6.45
054-8927-003	HEX NIPPLE 1/8 NPT - 1/4 NPT	\$ 2.22	\$ 2.78
054-8928	TUBE, 1/2"(T/G LOCK CIRC)	\$ 85.71	\$ 107.68
054-8929	TUBE,1/2" (T/G LOCK CIRC)	\$ 69.03	\$ 86.73
054-8944-008	TUBE, 1/2 X 8 FLARED	\$ 18.69	\$ 23.48
054-8951	TUBE	\$ 57.60	\$ 72.36
054-8953	TUBE	\$ 67.42	\$ 84.71
054-8955	TUBE	\$ 45.68	\$ 57.39
054-8956	TUBE GRAB	\$ 37.28	\$ 46.84
054-8958	TUBE LIFT LOWER	\$ 64.90	\$ 81.54
054-8960	LIFT CYLINDER TUBE	\$ 89.00	\$ 111.82
054-8961	TUBE LIFT LOWER	\$ 39.23	\$ 49.29
054-8962	TUBE	\$ 58.67	\$ 73.72
054-8963	TUBE	\$ 67.72	\$ 85.08
054-8964	TUBE	\$ 55.68	\$ 69.95
054-8966	TUBE	\$ 60.82	\$ 76.42
054-8967	TUBE	\$ 68.64	\$ 86.24
054-9734	SPECIAL 90 DEG. ELBOW	\$ 61.60	\$ 77.40
054-9737-006	CONNECTOR,STRAIGHT	\$ 10.55	\$ 13.25
054-9737-007	SAE-NPT STR ADAPTER 1"	\$ 12.12	\$ 15.23
054-9738	TUBE, hydraulic - packer retu	\$ 69.95	\$ 87.89
054-9740	TUBE ROLLER SUPPORT	\$ 5.65	\$ 7.10
054-9741	TUBE ROLLER SUPPORT	\$ 8.49	\$ 10.66
055-1391-007	5/8" GR8 FLAT WASHER	\$ 0.51	\$ 0.65
055-1391-008	3/4" SAE WASHER HARDENED	\$ 0.51	\$ 0.65
055-1391-009	7/8 SAE HARD FLAT WASHER	\$ 0.51	\$ 0.65
055-1400	WASHER	\$ 0.83	\$ 1.04
055-1450	THRUST WASHER, 1.5" DIA. PIN	\$ 2.22	\$ 2.78
055-1452	THRUST WASHER	\$ 36.35	\$ 45.67
055-1454	WASHER IN/OUT CYL	\$ 9.91	\$ 12.45
055-1458	FENDER WASHER	\$ 0.67	\$ 0.84
055-1459	TAILGATE TARGET DISC	\$ 2.70	\$ 3.39
055-1461	STEEL FLAT WASHER	\$ 1.76	\$ 2.21
055-1463	FENDER WASHER	\$ 4.90	\$ 6.15
055-1464	FELT WASHER	\$ 2.37	\$ 2.98
057-2172	HOSE, 2" BULK SUCTION	\$ 23.26	\$ 29.22
057-2331	2" BULK SUCTION HOSE	\$ 29.92	\$ 37.59
057-2337-108	HOSE, PACKER PRESSURE, 1"	\$ 339.91	\$ 427.06
057-2355-050	PRESSURE HOSE 1"100R17	\$ 161.40	\$ 202.78

Parts Pricelist

Item	Description	Fleet	List
057-2355-136	PRESSURE HOSE 1"100R17	\$ 319.69	\$ 401.66
058-3205-013	CONNECTOR	\$ 10.06	\$ 12.64
058-3205-014	REDUCER	\$ 12.39	\$ 15.56
058-3205-016	MALE RED CON	\$ 3.04	\$ 3.82
058-3205-019	STR THD REDUCER	\$ 5.71	\$ 7.17
058-8579-006	FITTING, 2" NPT - 2" HOSE	\$ 7.68	\$ 9.64
058-8579-007	SUCTION FITTING 2 1/2" NPT	\$ 19.22	\$ 24.15
058-8600-SER	PIPE	\$ 102.49	\$ 128.77
060-0408	BREATHER VENT, AIR VALVE	\$ 7.96	\$ 10.00
060-0408-001	BREATHER VENT-NEW STYLE	\$ 35.80	\$ 44.98
060-0414	BREATHER FL	\$ 25.33	\$ 31.83
060-0417	FILLER CAP	\$ 22.25	\$ 27.95
060-0417-001	CAP	\$ 18.66	\$ 23.44
060-0417-003	GASKET	\$ 0.90	\$ 1.14
062-0712	ROLLER	\$ 7.80	\$ 9.80
062-0748	7000 SIDE LOADER ROLLER	\$ 44.62	\$ 56.06
062-0804-001	"ROLLER, GRABBER 2 LG"	\$ 16.97	\$ 21.32
062-0804-SER	"ROLLER ASSEMBLY, TRI-CUFF"	\$ 21.73	\$ 27.30
062-0805	4" ROLLER GRABBER ASSY	\$ 42.90	\$ 53.90
063-0115	PRESSURE SWITCH	\$ 104.20	\$ 130.92
063-0116	ADJUSTABLE PRESSURE SWITCH, DT	\$ 158.59	\$ 199.25
064-3504-SER	RAILS DPF	\$ 2,195.76	\$ 2,758.78
067-0630	OIL LEVEL SIGHT/TEMP GAUGE	\$ 24.57	\$ 30.87
069-0032	MICRO RELAY KIT (HELLA)	\$ 7.43	\$ 9.33
069-0032-001	MICRO RELAY +12V (HELLA)	\$ 5.85	\$ 7.35
069-0032-002	MICRO RELAY CONNECTOR (HELLA)	\$ 1.89	\$ 2.37
069-0032-003	MICRO RELAY 1/4" TERM. 12-16GA	\$ 0.44	\$ 0.55
069-0032-004	MICRO RELAY TERM. 3/16 18GA	\$ 0.44	\$ 0.55
070-1443-SER	HANDLE ASSY	\$ 63.34	\$ 79.58
070-1446-SER	HANDLE 5000	\$ 100.89	\$ 126.75
070-1450-SER	CONTROL HANDLE	\$ 71.37	\$ 89.67
070-1451	F5000 HANDLE GRIP	\$ 2.62	\$ 3.29
070-1460	TURNBUCKLE	\$ 60.04	\$ 75.44
070-1461	GRAB HANDLE	\$ 14.98	\$ 18.82
070-1467-SER	HANDLE NYC	\$ 235.67	\$ 296.10
070-1468	GRAB HANDLE	\$ 10.55	\$ 13.25
070-1515-SER	HANDLE ASSY.	\$ 124.18	\$ 156.02
070-1520-SER	HANDLE NYC	\$ 94.49	\$ 118.72
070-1522	GRAB HANDLE -T/G LADDER	\$ 57.64	\$ 72.42
070-1532-SER	RH CONTROL HANDLE	\$ 100.26	\$ 125.97
070-1562	SIDE DOOR HANDLE	\$ 36.93	\$ 46.39
070-1564	KNOB FLUTED PLASTIC	\$ 10.92	\$ 13.72
070-1579	GRIP NUT, HANDLE	\$ 19.69	\$ 24.74
071-0843	BELT	\$ 23.54	\$ 29.58
074-3626-SER	FLANGE ASSY	\$ 55.79	\$ 70.09

Parts Pricelist

Item	Description	Fleet	List
074-4412-005	CLAMP KIT	\$ 20.23	\$ 25.42
074-4413-002	FITTING AND FERRULE	\$ 34.41	\$ 43.24
074-4458	FLANGE,- NYC	\$ 214.45	\$ 269.44
074-4463-004	4 BOLT FLANGE -ORING	\$ 113.32	\$ 142.37
074-4486-008	45 DEGREE SPLIT FLANGE NIPPLE	\$ 169.26	\$ 212.66
074-4487-008	90 DEGREE SPLIT FLANGE NIPPLE	\$ 474.36	\$ 596.00
074-4496	4 BOLT ADAPTER FLANGE	\$ 185.42	\$ 232.97
074-4498-032	CLAMP 2" SUCTION LINE	\$ 9.75	\$ 12.25
074-4498-040	CLAMP SUCTION HOSE	\$ 18.28	\$ 22.97
074-4591-SER	ADAPTER BRACKET - SVC	\$ 387.49	\$ 486.84
074-4592-SER	ADAPTER BRACKET - SVC	\$ 135.35	\$ 170.05
074-4690	FLANGE, HOSE ACCESS	\$ 50.51	\$ 63.46
074-4879	ADAPTER, PUMP	\$ 278.55	\$ 349.98
075-0711-001	FILTER ELEMENT/SILVER	\$ 75.50	\$ 94.86
075-0711-002	COVER	\$ 106.38	\$ 133.65
075-0711-003	O-RING	\$ 1.33	\$ 1.67
075-0711-004	SPRING	\$ 12.82	\$ 16.11
075-0711-005	INSERT ASSY	\$ 248.15	\$ 311.78
075-0711-006	O-RING	\$ 2.18	\$ 2.74
075-0711-007	GASKET	\$ 18.95	\$ 23.81
075-0711-008	BYPASS ASSY	\$ 39.00	\$ 49.00
075-0711-009	FILTER HEAD	\$ 184.58	\$ 231.91
075-0711-010	GASKET	\$ 18.41	\$ 23.13
075-0711-011	DIFFUSOR	\$ 90.23	\$ 113.37
075-0711-012	FILTER MONITOR (NWU)	\$ 61.98	\$ 77.87
075-0711-013	STUDS FOR FILTER HEAD	\$ 7.60	\$ 9.55
075-0711-015	STUD	\$ 6.71	\$ 8.43
075-0711-100	PRESSURE SWITCH (NYC)	\$ 326.73	\$ 410.50
075-0712	BREATHER, FILTER	\$ 20.89	\$ 26.24
075-0721	FILTER REGULATOR	\$ 58.55	\$ 73.56
075-0724-001	REPLACEMENT ELEMENT PACK	\$ 88.20	\$ 110.82
075-0724-002	TXSLSA REPLACEMENT SLEEVE	\$ 70.71	\$ 88.85
075-0724-003	REPLACEMENT ELEMENT AND SLEEVE	\$ 154.25	\$ 193.80
075-0724-004	COVER	\$ 106.05	\$ 133.24
075-0725	FILTER, NYC BREATHER	\$ 645.62	\$ 811.17
080-1579	STOP, SIDE SHIELD	\$ 17.78	\$ 22.34
080-1584-011	BUMPER, RUBBER, 1"DIAM	\$ 1.76	\$ 2.21
080-1588	ARM REST	\$ 77.66	\$ 97.57
080-1589	ICC BUMPER CHANNEL	\$ 96.72	\$ 121.52
080-1606	STOP PROP	\$ 5.66	\$ 7.11
080-1608	ARM REST STOP	\$ 1.78	\$ 2.23
080-1629	BAR	\$ 1.56	\$ 1.96
080-1631	SWITCH STRIKER	\$ 2.84	\$ 3.57
080-1632	STOP TRIP ARM	\$ 7.39	\$ 9.29
080-1646	STOP RUBBER	\$ 1.56	\$ 1.96

Parts Pricelist

Item	Description	Fleet	List
080-1651	HOPPER COVER STOP	\$ 4.77	\$ 6.00
080-1905	CUSHION	\$ 50.70	\$ 63.70
080-1905-100	LARGE CUSHION KIT IN /OUT CYL	\$ 194.75	\$ 244.69
080-1906	CUSHION	\$ 68.64	\$ 86.24
093-2398	4" ROLLER BUSHING	\$ 3.37	\$ 4.23
093-2413-SER	GREENSBORO GRABBER	\$ 895.91	\$ 1,125.63
093-2414-SER	GREENSBORO GRABBER	\$ 617.82	\$ 776.24
093-2416-SER	60/90 GAL ARM WLDMNT - SVC	\$ 431.36	\$ 541.96
093-2417-SER	60/90 GAL ARM ASSEMBLY - SVC	\$ 714.06	\$ 897.15
093-2419-SER	ARM, ASSEMBLE	\$ 616.57	\$ 774.67
093-2420-SER	INNER ARM ANAHEIM	\$ 257.26	\$ 323.22
093-2421-SER	30/90 gallon arm weldment	\$ 383.82	\$ 482.24
093-2422-SER	30/90 GAL ARM - LEFT - SVC	\$ 508.37	\$ 638.72
093-2423-SER	30/90 GAL ARM RIGHT - SVC	\$ 508.37	\$ 638.72
093-2424-SER	RR 300 GAL SPRING GRABBER	\$ 827.38	\$ 1,039.53
093-2425-SER	90 GAL	\$ 544.74	\$ 684.41
093-2447-007	PLATE LIFT ARM END	\$ 20.23	\$ 25.42
093-2493-SER	CARRIAGE WLDMNT STARR LDR -SVC	\$ 3,822.44	\$ 4,802.55
093-2496-SER	TRCK ASSY STARR LDR - SVC	\$ 4,420.99	\$ 5,554.58
093-2497-SER	CARRIAGE ASS'Y STARR - SVC	\$ 4,743.80	\$ 5,960.16
093-2500-SER	LIFT ARM ASSY	\$ 3,069.24	\$ 3,856.22
093-2505-00L-SER	LH 90GAL GRIPPER ARM	\$ 563.08	\$ 707.46
093-2505-00R-SER	RH 90GAL GRIPPER ARM	\$ 563.08	\$ 707.46
093-2515-SER	90GAL INNER GRIPPER	\$ 158.56	\$ 199.21
093-2522-00L-SER	LH 90GAL OUTER ARM	\$ 467.91	\$ 587.88
093-2523-SER	UNIV/HUG ARM WELDMT	\$ 3,809.83	\$ 4,786.71
093-2528-SER	GRABBER CRANK WELDMT	\$ 530.26	\$ 666.22
093-2529-SER	GRIP GEAR CRANK HGGR - SVC	\$ 359.46	\$ 451.62
093-2530-SER	GRIP GEAR WLDMNT - SVC	\$ 417.75	\$ 524.87
093-2587-SER	HUG/GRAB ARM ASSEMBLY	\$ 5,775.79	\$ 7,256.76
093-2588-SER	UNIV/BELT ARM SUB ASSY	\$ 6,267.61	\$ 7,874.69
093-2592-SER	GRIP GEAR/COLLAR WELDMENT	\$ 430.29	\$ 540.63
093-2607-SER	GRIPPER INNER - SVC	\$ 246.06	\$ 309.15
093-2612	PIVOT PIN GUIDE PIPE	\$ 10.84	\$ 13.62
093-2614-SER	30/110GAL FORWARD GRIPPER	\$ 479.28	\$ 602.17
093-2616	END, radius (NWU)	\$ 5.51	\$ 6.92
093-2619-SER	TRI-CUFF ARM	\$ 728.54	\$ 915.34
093-2632-SER	30/110GAL LH INNER ARM	\$ 233.22	\$ 293.02
093-2642-SER	INNER ARM	\$ 137.16	\$ 172.32
093-2643-SER	FRONT GRIPPER ARM	\$ 927.78	\$ 1,165.67
093-2681-SER	90GAL SPRING ARM	\$ 831.34	\$ 1,044.50
093-2682-SER	300 GAL SPRING GRABBER - SVC	\$ 1,059.12	\$ 1,330.68
093-2686-SER	OIUTER ARM - TRI-CUFF (RR) SVC	\$ 354.29	\$ 445.14
093-2688-SER	PIVOT ARM WELDMENT	\$ 2,295.82	\$ 2,884.49
093-2689-SER	PIVOT ARM WELDMENT RH	\$ 2,295.82	\$ 2,884.49

Parts Pricelist

Item	Description	Fleet	List
093-2707-SER	REAR TRI CUFF ARM RR - SVC	\$ 1,151.47	\$ 1,446.72
093-2708-SER	LINK ARM	\$ 1,023.58	\$ 1,286.03
093-2709-SER	7" EXT TRI-CUFF ARM	\$ 4,485.33	\$ 5,635.41
093-2714-SER	DPF 8000# ARM ASSY	\$ 5,357.76	\$ 6,731.54
093-2737-SER	GRIP GEAR WELDMENT - SVC	\$ 311.75	\$ 391.69
093-2739-SER	DUMP ARM ASSY. STD - SVC	\$ 3,994.74	\$ 5,019.03
093-2743-SER	DUMP ARM MACH DETAIL SVC	\$ 2,849.89	\$ 3,580.63
094-2534-002	HOPPER COVER, HINGE BAR	\$ 59.53	\$ 74.79
094-2534-003	BAR, HOPPER COVER	\$ 68.36	\$ 85.89
094-2534-004	HOPPER COVER, CENTER BAR	\$ 18.61	\$ 23.38
094-2534-005	HOPPER COVER SCREEN	\$ 126.48	\$ 158.92
094-2535	"HOPPER FLOOR, 80 KPSI, RR"	\$ 976.53	\$ 1,226.92
094-2537-SER	ASSY.HOPPER COVER JOURNAL DPF	\$ 60.31	\$ 75.77
096-0565	STRIKER, T/G DOWN PROX.	\$ 8.89	\$ 11.17
096-0569	STRIKER, PACKER PROX.	\$ 4.29	\$ 5.39
096-0576	LIMIT SWITCH CAM	\$ 73.48	\$ 92.32
096-0577	"DUMPA ARM CAM, RR LOADER"	\$ 2.78	\$ 3.49
097-0376	CABLE-MTG. KIT	\$ 12.67	\$ 15.92
097-0388-192	CONTROL CABLE	\$ 248.15	\$ 311.78
097-0451-002	CABLE - 192 IN.	\$ 155.45	\$ 195.31
097-0453-003	THIMBLE	\$ 10.78	\$ 13.54
097-0458	CABLE ASSY 12,000# F5000	\$ 275.09	\$ 345.63
097-0465	WIRE ROPE CLIP 5/8 ROPE F5000	\$ 15.05	\$ 18.91
097-0466	LEVER,PUSH BUTTON	\$ 163.80	\$ 205.80
097-0466-006	CLEVIS ASSEMBLY KIT	\$ 24.85	\$ 31.22
097-0469-053	5/8"DIA CABLE & HOOK 53'	\$ 630.29	\$ 791.90
097-0469-054	CABLE & HOOK 54' 25YRD	\$ 638.23	\$ 801.88
097-0469-057	CABLE & HOOK 57'	\$ 1,004.20	\$ 1,261.69
097-0469-060	CABLE AND HOOK ASSEMBLY	\$ 1,186.38	\$ 1,490.58
097-0512-006	WIRE STAINLESS	\$ 24.10	\$ 30.28
097-0542	CABLE LINK	\$ 422.82	\$ 531.24
097-0543	CABLE RETAINER	\$ 5.99	\$ 7.53
097-0544	CABLE LINK	\$ 365.66	\$ 459.42
097-0553	RAPID RAIL TAILGATE CABLE	\$ 63.98	\$ 80.38
097-0554	TAILGATE CABLE RAPID RAIL	\$ 68.42	\$ 85.97
097-0636	TG cable long RR split body	\$ 251.71	\$ 316.25
108-0147	BUZZER	\$ 34.90	\$ 43.85
108-0472	GROMMET 4000	\$ 1.28	\$ 1.61
108-0657	LIMIT SWITCH	\$ 24.02	\$ 30.18
108-0742	RING TERMINAL	\$ 0.16	\$ 0.20
108-0792	RELAY	\$ 34.32	\$ 43.12
108-0804	JUNCTION BOX	\$ 25.27	\$ 31.75
108-0952	GROMMET	\$ 0.16	\$ 0.20
108-1110-002	BUTT CONNECTOR	\$ 1.03	\$ 1.29
108-1814	TOGGLE SWITCH	\$ 5.94	\$ 7.47

Parts Pricelist

Item	Description	Fleet	List
108-2096	ARM	\$ 22.62	\$ 28.42
108-2648	DIODE	\$ 5.34	\$ 6.70
108-2699	DIODE-JUMPER WIRE	\$ 14.26	\$ 17.91
108-3858	BACK-UP ALARM	\$ 46.66	\$ 58.62
108-4350	BLOCKING DIODE ASSY F5000	\$ 30.45	\$ 38.26
108-4417	FUSE HOLDER	\$ 10.53	\$ 13.23
108-4485	TOGGLE SWITCH	\$ 28.95	\$ 36.38
108-4498	11/32" DIA LOOM	\$ 0.20	\$ 0.25
108-4500	PROXIMITY SWITCH,- (THROTTLE)	\$ 161.16	\$ 202.49
108-4517	HARNESS,T/G-HHPIII	\$ 440.29	\$ 553.19
108-4530	HARNESS,-CHASSIS WIRING HP111E	\$ 318.19	\$ 399.78
108-4541	CAPACITOR,- HPIIIIE	\$ 25.01	\$ 31.42
108-4545	OVERSPEED SWITCH KIT	\$ 456.25	\$ 573.24
108-4545-001	CABLE EOS	\$ 80.96	\$ 101.72
108-4560	POWER CABLE,ADJ.FORK-F8000	\$ 104.18	\$ 130.89
108-4621	RELAY (8 PIN)	\$ 60.81	\$ 76.40
108-4637	HARNESS, TO CHASSIS	\$ 49.41	\$ 62.07
108-4637-001	HARNESS,BODY TO CHASSIS	\$ 119.18	\$ 149.74
108-4640	HARNESS, T/G OVERHEAD LIGHTS	\$ 204.38	\$ 256.78
108-4643	RELAY KIT	\$ 26.01	\$ 32.67
108-4643-001	RELAY (RECYCLE BODY)	\$ 19.97	\$ 25.09
108-4643-002	CONNECTOR,RELAY (RECYCLE BODY)	\$ 1.89	\$ 2.37
108-4815-013	DEUTSCH 14-WAY RECTL KIT W/STR	\$ 179.37	\$ 225.36
108-4815-014	DEUTSCH 14-WAY PLUG KIT W/STR	\$ 185.61	\$ 233.20
108-4815-020	HDP24-24-21PT DEUTSCH CONNECTR	\$ 42.29	\$ 53.14
108-4815-021	CONNECTOR DEUTSCH PLUG	\$ 41.23	\$ 51.80
108-4815-110	DEUTSCH PIN 16-18 GA	\$ 0.59	\$ 0.74
108-4815-111	SOCKET 16-18GA	\$ 1.11	\$ 1.39
108-4815-112	DEUTSCH SIZE 20 PIN	\$ 1.53	\$ 1.92
108-4815-113	DEUTSCH SOCKET 20-24 GA	\$ 1.53	\$ 1.92
108-4827	PACKARD CONNECTION KIT	\$ 1,513.62	\$ 1,901.73
108-4827-001	1-WAY MALE CONNECT, 4000	\$ 1.23	\$ 1.55
108-4827-002	1-WAY FEMALE CONNECTOR	\$ 1.23	\$ 1.55
108-4827-003	2-WAY MALE CONNECTOR	\$ 1.23	\$ 1.55
108-4827-004	2-WAY FEMALE CONNECTOR	\$ 1.23	\$ 1.55
108-4827-005	3-WAY MALE CONNECTOR	\$ 1.81	\$ 2.27
108-4827-006	3-WAY FEMALE CONNECTOR	\$ 1.81	\$ 2.27
108-4827-007	4-WAY MALE CONNECTOR	\$ 1.95	\$ 2.45
108-4827-008	4-WAY FEMALE CONNECTOR	\$ 1.95	\$ 2.45
108-4827-009	6-WAY MALE CONNECTOR	\$ 3.67	\$ 4.61
108-4827-010	6-WAY FEMALE CONNECTOR	\$ 3.67	\$ 4.61
108-4827-015	2-WAY CONNECTOR SEAL	\$ 1.79	\$ 2.25
108-4827-016	3-WAY CONNECTOR SEAL	\$ 1.79	\$ 2.25
108-4827-017	4-WAY CONNECTOR SEAL	\$ 1.79	\$ 2.25
108-4827-018	6-WAY CONNECTOR SEAL	\$ 1.79	\$ 2.25

Parts Pricelist

Item	Description	Fleet	List
108-4827-110	MALE PACKARD TERMINAL 18-20	\$ 0.50	\$ 0.63
108-4827-111	MALE PACKARD TERMINAL 16-14 AW	\$ 0.47	\$ 0.59
108-4827-112	MALE PACKARD TERMINAL 10-12-AW	\$ 0.22	\$ 0.27
108-4827-120	FEMALE PACKARD TERMINAL 18-20	\$ 0.36	\$ 0.45
108-4827-121	FEMALE PACKARD TERMINAL 16-14	\$ 0.44	\$ 0.55
108-4827-122	FEMALE PACKARD TERMINAL 10-12	\$ 0.36	\$ 0.45
108-4827-130	CABLE SEAL PACKARD 18 AWG	\$ 0.47	\$ 0.59
108-4827-131	CABLE SEAL PACKARD 16-14 AWG	\$ 0.34	\$ 0.43
108-4827-132	CABLE SEAL PACKARD 16-14 AWG	\$ 0.48	\$ 0.61
108-4827-133	CAVITY PLUG PACKARD	\$ 0.42	\$ 0.53
108-4827-134	CAVITY PLUG	\$ 0.42	\$ 0.53
108-4828-001	CONNECTION TOOL	\$ 380.70	\$ 478.32
108-4828-002	REMOVAL TOOL	\$ 22.84	\$ 28.69
108-5021	JOURNAL BOARD	\$ 146.42	\$ 183.97
108-5034-001	1/4" CONV LOOM	\$ 0.34	\$ 0.43
108-5034-003	LOOM CONVOLUTED SPLIT 1/2"	\$ 0.31	\$ 0.39
108-5233-009	WIRE, 16 GA., RED	\$ 0.31	\$ 0.39
108-5233-015	WIRE, 16 GA., DARK BLUE	\$ 0.19	\$ 0.24
108-5233-022	WIRE, 16 GA., WHITE	\$ 0.31	\$ 0.39
108-5233-023	WIRE, 16 GA., PINK	\$ 0.51	\$ 0.65
108-5551-001	PLC INPUT BOARD	\$ 330.13	\$ 414.78
108-5551-002	PLC INTERFACE BOARD	\$ 257.07	\$ 322.99
108-5551-003	PLC OUTPUT BOARD	\$ 89.73	\$ 112.74
108-5562	RELAY, TIME DELAY	\$ 202.83	\$ 254.84
108-5567	COUNTER, ELECTONIC OMRON	\$ 138.22	\$ 173.66
108-5569	CONNECTOR, 37 PIN CIR. SQ FL	\$ 7.47	\$ 9.39
108-5570	FUSE CLIP, 5X20 MM W/EARS	\$ 0.98	\$ 1.23
108-5574	FUSE, 5X20 3.15 AMP FAST-BLO	\$ 1.08	\$ 1.35
108-5574-001	FUSE 5A 20MM X 5MM	\$ 3.06	\$ 3.84
108-5574-002	FUSE 6.3 AMP	\$ 1.98	\$ 2.49
108-5574-003	FUSE 8 AMP 5 X 20 MM	\$ 2.81	\$ 3.53
108-5574-004	FUSE 10A 20MM X 5MM	\$ 2.73	\$ 3.43
108-5574-008	FUSE, 5 X 20 MM, .630 AMP	\$ 1.08	\$ 1.35
108-5574-011	FUSE, 5 X 20 MM, 2 AMP	\$ 2.20	\$ 2.76
108-5574-012	FUSE, 5 X 20 MM, 4 AMP	\$ 2.20	\$ 2.76
108-5577	CONNECTOR, 37 PIN MALE	\$ 12.73	\$ 15.99
108-5578	CABLE CLAMP, 37 PIN AMP"	\$ 11.75	\$ 14.76
108-5587	MALE CRIMP TYPE PIN	\$ 1.01	\$ 1.27
108-5588	FEMALE CRIMP TYPE PIN	\$ 1.19	\$ 1.49
108-5591	HARNESS-CAB TO BODY	\$ 811.14	\$ 1,019.12
108-5592-028	HARNESS, BODY COMMON HP3-28YD.	\$ 854.05	\$ 1,073.04
108-5595	HARNESS, AUTOPACK ADD-ON	\$ 108.59	\$ 136.44
108-5596-027	HARNESS, BODY COMMON HP4-27YD.	\$ 867.06	\$ 1,089.39
108-5600	HARNESS-TAIL LIGHTS	\$ 102.91	\$ 129.30
108-5617	AIR PRESSURE SWITCH (6 PSI) NC	\$ 52.07	\$ 65.42

Parts Pricelist

Item	Description	Fleet	List
108-5618	AIR PRESSURE SWITCH-35 PSI	\$ 92.88	\$ 116.70
108-5621	DC/DL CONVERTER 1012D12WFR	\$ 239.37	\$ 300.74
108-5627	CAB TO BODY HARN F7000CS E	\$ 1,087.80	\$ 1,366.73
108-5632	DIODE-IN4001 1A50V	\$ 0.19	\$ 0.24
108-5666	TERMINAL STRIP	\$ 19.23	\$ 24.17
108-5678	HUB & ROD-	\$ 77.05	\$ 96.80
108-5680	HARNES MID BODY TURN SIGNAL	\$ 184.19	\$ 231.42
108-5683	ARM CYCLE COUNTER	\$ 217.42	\$ 273.17
108-5683-002	ARM CYCLE COUNTER	\$ 262.98	\$ 330.42
108-5685	TIMER FOR DUAL DUMP	\$ 185.14	\$ 232.61
108-5694	COORDINATOR BOARD	\$ 71.40	\$ 89.71
108-5702-006	CONNECTOR, #8 RING 18/22	\$ 0.39	\$ 0.49
108-5705	BLOCKING DIODE ASSY	\$ 44.51	\$ 55.92
108-5706	WARNING CHIME BOARD	\$ 54.60	\$ 68.60
108-5717-002	NON INSUL BUTT.CONN.16-14 GA	\$ 0.30	\$ 0.37
108-6453	JOYSTICK, AUTOCAN	\$ 971.41	\$ 1,220.49
108-6453-001	ROCKER SWITCH	\$ 65.97	\$ 82.89
108-6453-002	LOWER MICRO SWITCH	\$ 32.99	\$ 41.45
108-6453-003	boot,joystick	\$ 188.96	\$ 237.41
108-6453-004	boot ,rocker switch	\$ 21.54	\$ 27.07
108-6453-005	switch actuator	\$ 100.43	\$ 126.18
108-6461-001	3-WAY DUETSCH PLUG	\$ 9.05	\$ 11.37
108-6461-002	3-WAY DUETSCH RECEPTACLE	\$ 7.96	\$ 10.00
108-6461-003	4-WAY DUETSCH PLUG	\$ 16.80	\$ 21.11
108-6461-004	4-WAY DEUTSCH RECEPTACLE	\$ 22.70	\$ 28.52
108-6461-005	6-WAY DEUTSCH PLUG	\$ 15.15	\$ 19.03
108-6461-006	6-WAY DEUTSCH RECEPTACLE	\$ 28.88	\$ 36.28
108-6461-007	8-WAY DEUTSCH PLUG	\$ 18.27	\$ 22.95
108-6461-008-SER	8-WAY DEUTSCH RECEPTACLE	\$ 3.88	\$ 4.88
108-6461-009	12-WAY DEUTSCH PLUG	\$ 34.18	\$ 42.94
108-6461-010	12-WAY DEUTSCH RECEPTACLE	\$ 29.81	\$ 37.46
108-6461-011	PLUG, 2 WAY	\$ 8.11	\$ 10.19
108-6461-012	RECEPTACLE, 2 WAY	\$ 7.77	\$ 9.76
108-6461-03P	CONNECTOR, 3-WAY PLUG	\$ 2.12	\$ 2.67
108-6461-03R	CONNECTOR, 3WAY RECEPTACLE	\$ 1.70	\$ 2.14
108-6461-04P	CONNECTOR 4WAY PLUG	\$ 3.09	\$ 3.88
108-6461-04R	CONNECTOR 4-WAY RECEPTACLE	\$ 3.14	\$ 3.94
108-6461-06P	CONNECTOR 6-WAY PLUG	\$ 5.30	\$ 6.66
108-6461-06R	EONNECTOR 6-WAY RECEPTACLE	\$ 4.13	\$ 5.19
108-6461-08P	CONNECTOR 8-WAY PLUG	\$ 7.77	\$ 9.76
108-6461-08R	CONNECTOR 8-WAY RECEPTACLE	\$ 6.01	\$ 7.55
108-6461-0PC	DEUTSCH CONN KIT	\$ 1,380.04	\$ 1,733.89
108-6461-100	SEALING PLUG	\$ 0.19	\$ 0.24
108-6461-101	PINS GOLD PLATED	\$ 1.28	\$ 1.61
108-6461-102	SOCKETS GOLD PLATED	\$ 2.14	\$ 2.69

Parts Pricelist

Item	Description	Fleet	List
108-6461-12P	CONNECTOR 12-WAY PLUG	\$ 6.85	\$ 8.60
108-6461-12R	CONNECTOR 12-WAY RECEPTACLE	\$ 10.23	\$ 12.86
108-6461-201	PIN,NICKEL PLATED	\$ 423.60	\$ 532.22
108-6461-202	REMOVAL TOOL	\$ 43.93	\$ 55.19
108-6461-2PB	BOOT 2WAY PLUG	\$ 1.03	\$ 1.29
108-6461-2RB	BOOT, 2 WAY RECEPTACLE	\$ 1.12	\$ 1.41
108-6461-3PB	3-WAY PLUG BOOT	\$ 1.11	\$ 1.39
108-6461-3PW	CONNECTOR 3 WAY PLUG WEDGE	\$ 1.61	\$ 2.02
108-6461-3RB	3-WAY RECEPTACLE BOOT	\$ 0.98	\$ 1.23
108-6461-3RW	CONNECTOR 3WAY RECEPT WEDGE	\$ 0.11	\$ 0.14
108-6461-4RW	CONN. 4-WAY RECEPT WEDGE	\$ 0.22	\$ 0.27
108-6461-6RW	CONN 6-WAY RECEPT WEDGE	\$ 0.36	\$ 0.45
108-6461-CPW	CONNECTOR 12-WAY PLUG WEDGE	\$ 0.45	\$ 0.57
108-6461-CRB	12-WAY RECEPTACLE BOOT	\$ 2.73	\$ 3.43
108-6461-CRW	CONNECTOR 12-WAY RECEPT WEDGE	\$ 1.73	\$ 2.18
108-6464	FORCE TO NEUTRAL CIRCUIT	\$ 369.00	\$ 463.62
108-6465	N.C. PUSHBUTTON SWITCH	\$ 31.03	\$ 38.98
108-6473	TOGGLE SWITCH, DPDT 6 TERMINA	\$ 19.50	\$ 24.50
108-6476-002	RECEPT-7-WAY	\$ 44.87	\$ 56.37
108-6479-001	CONT CARD	\$ 1,226.92	\$ 1,541.52
108-6479-002	CONTROL CARD,REACH	\$ 3,042.84	\$ 3,823.06
108-6479-003	ASSEMBLY, JOYSTICK	\$ 197.26	\$ 247.84
108-6501	LOADER HARNESS, RR	\$ 321.94	\$ 404.49
108-6506-003	O/S CONTROL PADDLE	\$ 388.74	\$ 488.41
108-6603	HARNESS, CAB TO BODY F7000CF-D	\$ 1,914.99	\$ 2,406.02
108-6613	TIME DELAY RELAY	\$ 105.19	\$ 132.16
108-6619	SWITCH ASSY MUSHROOM HD	\$ 144.25	\$ 181.24
108-6621	SWITCH ASSY MUSHROOM HD	\$ 194.31	\$ 244.14
108-6621-003	MUSHROOM HEAD BUTTON	\$ 100.17	\$ 125.85
108-6706	CABLE-PROX,STRAIGHT,FEMALE	\$ 33.68	\$ 42.32
108-6707	CABLE-PROX,90 DEG,FEMALE	\$ 33.68	\$ 42.32
108-6716-620	WIRE RED	\$ 0.50	\$ 0.63
108-6716-623	WIRE RED	\$ 0.28	\$ 0.35
108-6716-712	WIRE YELLOW	\$ 0.47	\$ 0.59
108-6716-713	WIRE YELLOW	\$ 0.47	\$ 0.59
108-6716-811	WIRE BROWN	\$ 0.66	\$ 0.82
108-6716-812	WIRE BROWN	\$ 0.47	\$ 0.59
108-6716-GND	WIRE WHITE	\$ 0.37	\$ 0.47
108-6718-902	PINK WIRE	\$ 0.23	\$ 0.29
108-6718-GND	18AWG WHITE WIRE ("GND")	\$ 0.30	\$ 0.37
108-6724	RELAY BASE	\$ 22.20	\$ 27.89
108-6726-001	CHASSIS INTERF HARN LE MACK	\$ 369.28	\$ 463.97
108-6752-001	WEATHER PROOF RELAY	\$ 40.09	\$ 50.37
108-6752-002	RELAY CONNECTOR	\$ 9.87	\$ 12.41
108-6752-003	RELAY TERMINAL	\$ 0.81	\$ 1.02

Parts Pricelist

Item	Description	Fleet	List
108-6752-SER	RELAY KIT	\$ 48.78	\$ 61.29
108-6756	RELAY ARC SUPPRESSING ASSY	\$ 20.03	\$ 25.17
108-6767	RELAY CONTROL BOX	\$ 248.46	\$ 312.17
108-6767-001	HARNESS, RELAY CONTROL BOX	\$ 120.29	\$ 151.14
108-6770-001	HARNESS, DIVERTER	\$ 71.42	\$ 89.73
108-6770-002	HARNESS, DIVERT./HPD/SERV.HST.	\$ 87.83	\$ 110.35
108-6773-276	HARNESS,3 CONDUCT.(S)OW)276"LG	\$ 52.43	\$ 65.88
108-6800	OIL TEMP SWITCH	\$ 457.16	\$ 574.38
108-6806-001	CORD, PAD	\$ 66.94	\$ 84.10
108-6808	ROCKER SWITCH, SPDT	\$ 24.71	\$ 31.05
108-6812	SWITCH, ROCKER ON/OFF	\$ 12.95	\$ 16.27
108-6813	SWITCH, ROCKER MOM/OFF/MOM	\$ 15.16	\$ 19.05
108-6814	SWITCH, ROCKER ON/OFF/ON	\$ 20.19	\$ 25.36
108-6815	TOGGLE SWITCH	\$ 7.89	\$ 9.92
108-6816	SWITCH PUMP	\$ 6.05	\$ 7.60
108-6817	CIRCUIT BREAKER	\$ 25.74	\$ 32.34
108-6821	HARNESS - PLUG IN CONTROL	\$ 193.44	\$ 243.04
108-6823-002	JUMPER PLUG - DEUTSCH	\$ 37.67	\$ 47.33
108-6829	SWITCH/CABLE ASSEMBLY	\$ 252.03	\$ 316.66
108-6833	"HARNESS,BODY HPC"	\$ 1,053.00	\$ 1,323.00
108-6837	ROCKER SWITCH	\$ 30.54	\$ 38.38
108-6838	harness,starr	\$ 604.52	\$ 759.52
108-6842	AIR PRESSURE SWITCH 50 PSI N/O	\$ 86.63	\$ 108.84
108-6844	HARNESS, ABS light wire	\$ 50.40	\$ 63.33
108-6861	WIRING INSTALL KIT DPFAM	\$ 2,542.77	\$ 3,194.76
108-6868	N.C. PUSH-BOTTON SWITCH	\$ 25.08	\$ 31.52
108-7008	18MM PROX. SWITCH	\$ 83.46	\$ 104.86
108-7010	30MM PROX. SWITCH	\$ 86.42	\$ 108.58
108-7015	BODY HARNESS REAR NYC F4000	\$ 754.70	\$ 948.21
108-7016	BODY HARNESS FRONT NCY F4000	\$ 1,499.14	\$ 1,883.54
108-7018	T/G L.H. HARNESS NYC 4000	\$ 94.11	\$ 118.25
108-7110	DEUTSCH DT 12 WAY RECEPT.BLACK	\$ 25.46	\$ 31.99
108-7112-004	4 AMP FUSE,PINK,ATM-4	\$ 1.92	\$ 2.41
108-7112-005	5 AMP MINI BLADE FUSE	\$ 1.92	\$ 2.41
108-7112-007	7.5 AMP FUSE, BROWN,ATM-7.5	\$ 1.87	\$ 2.35
108-7112-010	10 AMP MINI BLADE FUSE	\$ 2.29	\$ 2.88
108-7112-020	20 AMP MINI BLADE FUSE	\$ 0.90	\$ 1.14
108-7112-025	25 AMP MINI BLADE FUSE	\$ 1.92	\$ 2.41
108-7112-030	30 AMP MINI BLADE FUSE	\$ 1.93	\$ 2.43
108-7114-003	MACK V.E.C.U. PIN	\$ 0.86	\$ 1.08
108-7142-001	DT 12 WAY RECEPTICLE PANEL MNT	\$ 36.86	\$ 46.31
108-7142-002	DT DEUTSCH CONNECTOR SEAL	\$ 3.24	\$ 4.08
108-7379	"TOGGLE SWITCH, SPTT"	\$ 18.53	\$ 23.28
108-7381	HEAVY DUTY LIMIT SWITCH	\$ 168.48	\$ 211.68
108-7383	DIN CONNECTOR MD06 VLV RR/STAR	\$ 51.87	\$ 65.17

Parts Pricelist

Item	Description	Fleet	List
108-7544	light touch switch DP,DT,MOM	\$ 10.14	\$ 12.74
108-7544-002	ROCKER SWITCH,MAINTAINED	\$ 28.83	\$ 36.22
108-7571	TEMPERATURE SWITCH (N.C.)	\$ 289.04	\$ 363.15
108-7593	SWITCH BOX SEALED	\$ 173.63	\$ 218.15
108-7595	HARNESS,ADPTR FOR VICKERS IC	\$ 469.15	\$ 589.44
108-7601	ASS'Y,SIDE DOOR INTERLOCK RELA	\$ 153.83	\$ 193.28
108-7631	SWITCH, RED 2 POSITION	\$ 74.37	\$ 93.43
108-7631-001	SWTCH, RED 2 POSITION ZB4-BW64	\$ 37.00	\$ 46.49
108-7632-001	PUSH BUTTON,FLUSH HEAD ZB4-BA2	\$ 9.72	\$ 12.21
108-7632-002	SWITCH BASE W/N.C.CONTACT BLOC	\$ 40.39	\$ 50.74
108-7632-003	N.C. CONTACT BLOCK	\$ 9.27	\$ 11.64
108-7633	PUSH BUTTON, GUARDED GREEN	\$ 30.92	\$ 38.85
108-7633-001	PUSH BUTTON, GUARDED GREEN	\$ 24.66	\$ 30.99
108-7633-002	SWITCH BASE W/N.O.CONTACTBLOCK	\$ 22.67	\$ 28.48
108-7633-003	NO CONTACT BLOCK	\$ 8.70	\$ 10.94
108-7654-002	PUSH BUTTON BLACK	\$ 20.79	\$ 26.13
108-7654-003	PUSH BUTTON GREEN	\$ 20.79	\$ 26.13
108-7675	AIR SOLENOID ASS'Y	\$ 1,087.79	\$ 1,366.71
108-7690	SOFT-TOUCH ROCKER SWITCH GUARD	\$ 24.35	\$ 30.60
108-7691	SOFT-TOUCH RKR SW ON-OFF(DPST)	\$ 44.62	\$ 56.06
108-7692	SOFT-TOUCH RKR SW ON-OFF-ON	\$ 18.72	\$ 23.52
108-7695-SER	OIL LEVEL SENSOR KIT	\$ 512.71	\$ 644.17
108-7697	COORDINATOR II	\$ 836.74	\$ 1,051.29
108-7697-001	COORDINATOR II STANDARD PIGTL	\$ 46.80	\$ 58.80
108-7697-002	COORDINATOR II TIMER PIGTAIL	\$ 63.27	\$ 79.50
108-7697-003	COORDINATOR II-STARR PIGTAIL	\$ 80.32	\$ 100.92
112-7317-017	END PLATE	\$ 8.16	\$ 10.25
112-7317-037	WEAR BAR	\$ 83.96	\$ 105.49
112-7317-043	SCRAPER	\$ 101.06	\$ 126.97
112-7324	PLATE REEVING CYL 4000]	\$ 4.79	\$ 6.02
112-7332-SER	CAB PROTECTOR	\$ 609.77	\$ 766.12
112-7334-SER	TOP DOOR SERVICE	\$ 1,451.61	\$ 1,823.82
112-7409-016	SUPPORT STRUCTURE	\$ 190.85	\$ 239.79
112-7409-043	SCRAPER	\$ 120.56	\$ 151.47
112-7410-SER	TG COVER	\$ 246.14	\$ 309.25
112-7431-SER	PIVOT PLATE WELDMENT LH	\$ 1,110.28	\$ 1,394.97
112-7432-SER	PIVOT PLATE WELDMENT RH	\$ 1,109.44	\$ 1,393.91
112-7507-SER	HINGED T/D INSTALL.	\$ 4,941.75	\$ 6,208.87
112-7590-SER	ROOF COVER ASSY, 4000	\$ 207.34	\$ 260.50
112-7697-001	SHEET	\$ 501.65	\$ 630.28
112-7697-002	FLOOR 5000 REPAIR KIT	\$ 580.16	\$ 728.92
112-7697-003	TRACK FIELD FIX 25 & 32 5000	\$ 432.56	\$ 543.47
112-7698	TRACK EXT. FIELD FIX 32YD 5000	\$ 253.59	\$ 318.62
112-7768-001	PLATE, SIDE PANEL	\$ 17.83	\$ 22.40
112-7934-003	BRACKET	\$ 57.08	\$ 71.72

Parts Pricelist

Item	Description	Fleet	List
112-7952-013	SHAFT, - ROLLER	\$ 41.09	\$ 51.63
112-7952-014	ROLLER	\$ 90.40	\$ 113.58
112-8069-SER	SPILL SHIELD F7000	\$ 1,484.17	\$ 1,864.72
112-8177-001	BEARING SUPPORT	\$ 9.84	\$ 12.37
112-8177-006	BEARING SUPPORT, PACKER	\$ 85.75	\$ 107.74
112-8183-SER	PACKER PANEL	\$ 6,697.06	\$ 8,414.26
112-8187-001	COVER-HAND VALVE	\$ 78.76	\$ 98.96
112-8187-002	BRACKET-COVER	\$ 18.88	\$ 23.72
112-8188-001	PLATE, SUMP DOOR	\$ 27.05	\$ 33.99
112-8188-SER	SUMP DOOR KIT	\$ 325.45	\$ 408.90
112-8205	SIDE PNL T/G L/H	\$ 445.86	\$ 560.19
112-8208	UPPER T/G SHEET	\$ 580.46	\$ 729.30
112-8209	LOWER T/G SHEET	\$ 657.63	\$ 826.26
112-8212	CAP, T/G	\$ 360.50	\$ 452.94
112-8332-SER	DOOR WELDMENT	\$ 260.43	\$ 327.20
112-8494-SER	SUMP DOOR WELDMT	\$ 141.38	\$ 177.63
112-8681-001	CLOSURE (NWU)	\$ 9.13	\$ 11.47
112-8681-002	BRACKET	\$ 20.51	\$ 25.77
112-8681-004	BRACE	\$ 17.63	\$ 22.15
112-8681-010	CONTAINER MOUNT BRACKET	\$ 7.43	\$ 9.33
112-8681-011	PLATE - HINGE	\$ 10.16	\$ 12.76
112-8681-013	PLATE	\$ 6.01	\$ 7.55
112-8681-SER	TOP DOOR R2000 SERVICE	\$ 5,185.83	\$ 6,515.53
112-8688-001	DIVIDER COVER	\$ 45.79	\$ 57.53
112-8688-008	CONTAINER STOP BRACE	\$ 11.78	\$ 14.80
112-8688-009	CONTAINER STOP	\$ 22.48	\$ 28.24
112-8688-SER	CONTAINER R2000 SERVICE	\$ 2,222.73	\$ 2,792.67
112-8701-006	BRACE HORIZ.	\$ 107.41	\$ 134.95
112-8706-007	DEFLECTOR	\$ 76.71	\$ 96.37
112-8706-100-SER	HP3 EJE	\$ 4,731.14	\$ 5,944.25
112-8707-003	FACE SHEET, FRONT, AR400	\$ 757.18	\$ 951.33
112-8707-004	FACE SHEET, SLOPED	\$ 562.18	\$ 706.33
112-8707-100-SER	PACKER WELDMENT-COMMON -HP	\$ 5,011.67	\$ 6,296.72
112-8781	COVER, FILLER CAP HOLE	\$ 3.37	\$ 4.23
112-8796	FRONT HEAD COVER,- R2000	\$ 58.28	\$ 73.23
112-8797-SER	SIDE DOOR	\$ 381.09	\$ 478.81
112-8827-SER	SUMP DOOR ASSEMBLY	\$ 282.73	\$ 355.23
112-8914-KIT	WEAR BAR KIT FOR 112-8914-099	\$ 1,281.29	\$ 1,609.83
112-8924-002	BRACKET, LATCH - L.H.	\$ 80.22	\$ 100.78
112-8924-003	BRACKET, LATCH - R.H.	\$ 80.22	\$ 100.78
112-8924-008	STOP, EXTENSION	\$ 4.12	\$ 5.17
112-8937	COVER, T/G HINGE PIN	\$ 9.84	\$ 12.37
112-9052-002	FLOOR SHEET REAR 28 yd HPC	\$ 2,282.75	\$ 2,868.07
112-9052-003	FLOOR SHEET REAR	\$ 2,459.51	\$ 3,090.16
112-9069-SER	COVER,BODY	\$ 108.73	\$ 136.61

Parts Pricelist

Item	Description	Fleet	List
112-9148-001	COVER, CORNER POST, L.H.	\$ 118.22	\$ 148.53
112-9159-003	COVER, 3BATTERY BOX	\$ 63.37	\$ 79.62
112-9227-SER	TOP PACKER PANEL WELDMENT SVC	\$ 2,550.62	\$ 3,204.62
112-9229-SER	FOLLOWER PANEL	\$ 1,993.90	\$ 2,505.15
112-9540-002	CHANNEL CYL BRKT SUPPORT	\$ 50.42	\$ 63.35
112-9557-002	STIFFENER	\$ 59.48	\$ 74.73
112-9557-005	PLATE CYL LUG	\$ 60.62	\$ 76.17
112-9560-005	HINGE TUBE	\$ 93.48	\$ 117.44
112-9581-002	HANDLE	\$ 25.57	\$ 32.12
112-9629-SER	F7000C PACKER WELDMENT	\$ 5,958.30	\$ 7,486.06
112-9652	COVER WIRING (NWU)	\$ 3.04	\$ 3.82
112-9655-002	BOLSTER FRONT VERT - LH	\$ 236.53	\$ 297.18
112-9656-002	BOLSTER FRONT VERT - RH	\$ 236.71	\$ 297.41
112-9656-005	BOLSTER REAR BODY - RH	\$ 224.70	\$ 282.32
112-9775-SER	SIDE DOOR	\$ 324.64	\$ 407.88
112-9776-SER	DOOR ASSEMBLY	\$ 433.62	\$ 544.80
112-9812-SER	FG	\$ 184.11	\$ 231.32
112-9819-SER	CAB PROTECT. EXT.	\$ 767.74	\$ 964.59
112-9882	PANEL PUMP COVER	\$ 56.44	\$ 70.91
112-9894-001	BRACKET CONTROL BOX	\$ 29.87	\$ 37.53
112-9896-021	SHEET, BODY SIDE-R.H.-10 GA.	\$ 518.84	\$ 651.88
112-9945-SER	HOPPER COVER, PNEUMATIC	\$ 445.40	\$ 559.60
112-9947	BATTERY BOX,COVER	\$ 45.88	\$ 57.64
112-9948	BATTERY BOX COVER	\$ 82.18	\$ 103.25
112-9957	END PLATE	\$ 3.71	\$ 4.66
113-0338-SER	COVER WELDMENT - 3 BATT BOX SV	\$ 194.63	\$ 244.53
113-0379-011	NOSE TOP DOOR	\$ 68.73	\$ 86.36
113-0379-101-SER	28YD REINF T/D, DP	\$ 2,506.05	\$ 3,148.62
113-0393	FRONT HEAD COVER	\$ 27.07	\$ 34.01
113-0473-101-SER	23YD REINF T/D, DP	\$ 1,731.74	\$ 2,175.78
113-0474-SER	CAP WELDMENT	\$ 155.31	\$ 195.14
113-0513-001	RH COVER TAILGATE	\$ 212.92	\$ 267.52
113-0513-002	LH COVER TAILGATE	\$ 250.69	\$ 314.97
113-0513-SER	RH COVER ASSEMBLY	\$ 918.93	\$ 1,154.56
113-0514-SER	LH COVER ASSEMBLY	\$ 918.93	\$ 1,154.56
113-0516-SER	CAB EXT WELDMENT	\$ 788.77	\$ 991.02
113-0517-003	MAIN SHEET CAB EXT. STD ALUM	\$ 510.73	\$ 641.68
113-0517-SER	CAB EXT ALUM. STD CHASSIS	\$ 1,457.62	\$ 1,831.37
113-0518-001	BASE CYLINDER COLLAR	\$ 8.60	\$ 10.80
113-0519-001	PIVOT	\$ 56.71	\$ 71.25
113-0519-002	LOCK RECEIVER	\$ 116.38	\$ 146.22
113-0519-003	LOCK BRACE	\$ 8.52	\$ 10.70
113-0519-004	LOCK BAR	\$ 9.13	\$ 11.47
113-0519-SER	LATCH LOCK WELDMENT	\$ 301.72	\$ 379.08
113-0528-002	COVER, CORNER POST, R.H.	\$ 56.74	\$ 71.29

Parts Pricelist

Item	Description	Fleet	List
113-0547	BRACKET	\$ 43.95	\$ 55.21
113-0611-SER	CAB PROT. WELDM'T STD	\$ 1,432.45	\$ 1,799.75
113-0612-010	SIDE SHEET, TAILGATE	\$ 253.70	\$ 318.75
113-0635	SUMP DOOR (NWU)	\$ 22.45	\$ 28.20
113-0639	PANEL, side - for 7 yd. tailga	\$ 277.13	\$ 348.19
113-0640	PANEL, rear filler - 7 yd. Tai	\$ 143.79	\$ 180.65
113-0673-SER	WLDMT HOPPER COVER WC DPFAM HP	\$ 1,644.40	\$ 2,066.04
113-0728-001	PANEL, BOTTOM-INVERTED PROT.	\$ 405.52	\$ 509.50
113-0728-002	BRACE, UPPER INVERTED PROTECT.	\$ 193.88	\$ 243.59
113-0728-SER	CAB EXT	\$ 1,111.84	\$ 1,396.93
113-0734	COVER T/G LOCK	\$ 24.18	\$ 30.38
113-0836	TRACK TOP DOOR DPFAM HP LH	\$ 62.85	\$ 78.97
113-0837	TRACK TOP DOOR DPFAM HP RH	\$ 62.85	\$ 78.97
113-0840	TOP DOOR TRACK HOPPER DPFAM HP	\$ 66.52	\$ 83.57
113-0887	UL/LR CORNER PANEL -2.8YD GATE	\$ 67.39	\$ 84.67
113-0908-008	SIDE SHEET 25YD STD&HD LH DPFA	\$ 1,978.00	\$ 2,485.18
113-0918-SER	HOPPER SIDE WLDMT LH DPFAM HP	\$ 1,733.41	\$ 2,177.87
113-0919-SER	HOPPER SIDE WLDMT RH DPFAM HP	\$ 2,233.59	\$ 2,806.31
113-0931	BAR UPPER SHEET PACK.DPFAM F7	\$ 83.58	\$ 105.02
113-0932	BAR RUBBER BELTING DPFAM F7	\$ 76.99	\$ 96.73
113-0932-001	RETAINER BAR,RUBBER HOPPER SID	\$ 60.57	\$ 76.11
113-0933	BAR RUBBER BELTING DPFAM	\$ 26.44	\$ 33.22
113-0934	TUBE, FOLLOWER DPF7K	\$ 178.67	\$ 224.48
113-0935	BAR FOLLOWER DPFAM	\$ 4.90	\$ 6.15
113-0936	SHEET MAIN FOLLOWER DPFAM	\$ 203.13	\$ 255.21
113-0937	SHEET CHANNEL FOLLOWER DPFAM	\$ 47.11	\$ 59.19
113-0939-100	PACKER FOLLOWER ASS'Y	\$ 2,772.32	\$ 3,483.17
113-0941	TOP SHEET FOLLOWER RH DPFAM HP	\$ 214.34	\$ 269.30
113-0948-SER	DOOR WELDMENT	\$ 245.70	\$ 308.70
113-0952	COVER LIMIT SWITCH F7K	\$ 21.73	\$ 27.30
113-0953	END CAP,LIMIT SW. COVER F7K	\$ 4.80	\$ 6.04
113-0975	HOPPER SIDE DOOR INSTALL DPFAM	\$ 395.32	\$ 496.68
113-0978	SHEET TOP REAR TRACK DPFAM	\$ 200.83	\$ 252.33
113-0985	CLOSURE, FOLLOWER PANEL	\$ 22.14	\$ 27.81
113-0986	GUSSET, FOLLOWER PANEL	\$ 10.30	\$ 12.94
113-0997	UPPER L/H HOP.SIDE SHEET,DPMS	\$ 221.97	\$ 278.89
113-0998	upper r/h hop side sheet DPMSL	\$ 229.93	\$ 288.88
113-1004	"SHEET, TOP, FOLLOWER, DPMSL"	\$ 68.42	\$ 85.97
115-0608	LICENSE LIGHT ASSY, 4000	\$ 15.83	\$ 19.89
115-0624	HOPPER FLOOD LIGHT	\$ 52.54	\$ 66.01
115-0742	LIGHT STOP TAIL & TURN	\$ 20.98	\$ 26.36
115-0742-001	LIGHT, STOP, TAIL AND TURN	\$ 9.05	\$ 11.37
115-0742-002	GROMMET	\$ 3.63	\$ 4.57
115-0742-003	PIGTAIL	\$ 1.54	\$ 1.94
115-0743-SER	BACKUP LIGHT	\$ 16.74	\$ 21.03

Parts Pricelist

Item	Description	Fleet	List
115-0757	REFLECTOR, RED	\$ 2.87	\$ 3.61
115-0758	AMBER REFLECTOR, 4000	\$ 3.57	\$ 4.49
115-0759	MIRROR-6"	\$ 28.36	\$ 35.63
115-0760-001	LIGHT-RED MARKER	\$ 2.65	\$ 3.33
115-0760-002	GROMMET, MARKER LIGHT	\$ 3.15	\$ 3.96
115-0760-003	PIGTAIL	\$ 2.39	\$ 3.00
115-0760-SER	LIGHT-RED CLEARANCE	\$ 8.64	\$ 10.86
115-0761	LIGHT-CLEARANCE, AMBER	\$ 10.41	\$ 13.07
115-0761-001	AMBER MARKER LIGHT	\$ 3.70	\$ 4.65
115-0761-SER	LIGHT-CLEARANCE, AMBER	\$ 7.69	\$ 9.66
115-0766-001	INDICATOR LIGHT BASE	\$ 16.19	\$ 20.34
115-0766-002	BULB	\$ 4.62	\$ 5.80
115-0766-003	RED LENS	\$ 3.92	\$ 4.92
115-0766-SER	INDICATOR LIGHT- RED	\$ 42.51	\$ 53.41
115-0767-003	BLUE LENS	\$ 5.85	\$ 7.35
115-0768	INDICATOR LIGHT- YELLOW	\$ 24.88	\$ 31.26
115-0768-003	YELLOW LENS	\$ 5.85	\$ 7.35
115-0782-SER	LIGHT ASSY	\$ 17.63	\$ 22.15
115-0869-002	GROMMET, OVAL LIGHT	\$ 4.74	\$ 5.96
115-0869-SER	OVAL DIRECTION LIGHT	\$ 10.50	\$ 13.19
115-0870	OVAL BACK-UP LIGHT F4000	\$ 10.76	\$ 13.52
115-0871	STROBE LIGHT	\$ 317.21	\$ 398.55
115-0873-001	LENS & HOUSING ASS'Y	\$ 5.02	\$ 6.31
115-0881	LIGHT F4000 NYC USE 115-0881	\$ 73.32	\$ 92.12
115-0886-003	GREEN LENS	\$ 3.79	\$ 4.76
115-0886-SER	INDICATOR LIGHT- GREEN	\$ 30.73	\$ 38.61
126-3500-066	SPACER OUTER HINGE DPFAM	\$ 13.57	\$ 17.05
126-3500-068	TRACK TUBE	\$ 382.87	\$ 481.04
126-3500-074	TUBE, PACKER EJECT GUIDE 20 YD	\$ 143.10	\$ 179.79
126-3500-075	TUBE, PACKER EJECT GUIDE 18 YD	\$ 270.05	\$ 339.30
126-3500-078	TUBE, 1" X 2" X 16 GA. X 60.00	\$ 22.79	\$ 28.64
126-3500-089	STRUCTURAL TUBING DPF7000	\$ 106.56	\$ 133.89
126-3500-093	STRUCTURAL TUBING	\$ 497.03	\$ 624.48
126-3556	ADJUST. BASH BAR BRACE	\$ 68.62	\$ 86.22
126-3588	BRACE, FRONT HEAD	\$ 25.32	\$ 31.81
126-3590-SER	F4000 BASH BAR BRACE	\$ 65.19	\$ 81.91
126-3633	BRACE, SERVICE HOIST	\$ 55.16	\$ 69.31
126-3648	RETAINER, TOP DOOR PAD	\$ 21.20	\$ 26.64
126-3780	BRACE,-TOP DOOR	\$ 46.60	\$ 58.55
126-3811	BRACE, T/G SIDE-R.H.	\$ 42.21	\$ 53.04
126-3847-001	SUPPORT STRAP	\$ 12.39	\$ 15.56
126-4751	GUIDE TRACK LH DPFAM	\$ 300.39	\$ 377.42
126-4752	HOPPER SIDE SHEET RH DPFAM	\$ 292.97	\$ 368.09
126-4762	ANGLE, EJECT GUIDE 20 YD	\$ 100.56	\$ 126.34
126-4795	ANGLE,UPPER REINF,HOPPER,DPMS	\$ 8.10	\$ 10.17

Parts Pricelist

Item	Description	Fleet	List
126-4797	CHANNEL HEAD HOPPER, DPMSL	\$ 610.79	\$ 767.40
126-4798	"TUBE, AXLE,FOLLOWER,DPMSL"	\$ 38.05	\$ 47.80
126-4799	ANGLE, THRUST, FOLLOWER DPMSL	\$ 5.71	\$ 7.17
126-4800	"TUBE, HINGE,FOLLOWER, DPMSL"	\$ 33.91	\$ 42.61
126-4801	"TUBE, HINGE, FOLLOWER,DPMSL"	\$ 20.05	\$ 25.19
126-4802	"TUBE,HINGE,FOLLOWER,DPMSL"	\$ 14.82	\$ 18.62
126-4803	"TUBE,PACKER GUIDE,DPMSL"	\$ 118.68	\$ 149.12
126-4804	"CHANNEL,PACKER,DPMSL"	\$ 560.62	\$ 704.37
126-4848-SER	LH ICC BUMPER BRACE	\$ 131.48	\$ 165.19
126-4849-SER	RH ICC BUMPER BRACE	\$ 131.48	\$ 165.19
126-4850-SER	BUMPER BRACE	\$ 151.21	\$ 189.98
128-0446-SER	PACKER BLADE WELDMT DPMSL	\$ 3,025.06	\$ 3,800.71
134-8685	BOSS CYLINDER MOUNT	\$ 142.66	\$ 179.24
134-9250	PLATE, BODY PROP MTG	\$ 18.49	\$ 23.23
137-0387-018	LOWER SKIRT OUTER 18YD	\$ 292.78	\$ 367.85
137-0387-020	LOWER SKIRT OUTER 20YD	\$ 268.62	\$ 337.49
137-0387-025	LOWER SKIRT OUTER 25YD	\$ 394.79	\$ 496.02
137-0389	BOLSTER FRONT BODY LH	\$ 242.22	\$ 304.33
137-0390	BOLSTER FRONT BODY RH	\$ 225.12	\$ 282.85
151-4296-SER	THREE BATTERY BOX ASSY - SVC	\$ 711.69	\$ 894.17
177-2923-001	CHANNEL, T/G SEAL L/H	\$ 77.98	\$ 97.98
177-2923-004	SEAL CHANNEL, T/G 60" LH	\$ 69.50	\$ 87.32
177-2923-005	TAILGATE CHANNEL,VERTICAL	\$ 48.36	\$ 60.76
177-2923-006	SEAL CHANNEL, T/G 18.72" LH	\$ 40.11	\$ 50.39
177-2924-001	CHANNEL, T/G SEAL R/H	\$ 77.98	\$ 97.98
177-2924-004	SEAL CHANNEL, T/G 60" RH	\$ 69.50	\$ 87.32
177-3200-001	SPRING STABILIZER, 4.00	\$ 3.79	\$ 4.77
177-3200-002	SPRING STABILIZER, 4.50	\$ 6.65	\$ 8.35
177-3207	TUBE, ROLLER	\$ 12.01	\$ 15.09
177-3291	TAILLIGHT CROSSMEMBER	\$ 54.13	\$ 68.01
177-3307-001	TAILGATE SEAL CHANNEL	\$ 83.34	\$ 104.70
177-3307-003	CHANNEL, T/G SEAL 95.00" LG F7	\$ 57.44	\$ 72.17
177-3601-SER	IN/OUT CYL MOUNT BRKT	\$ 249.57	\$ 313.56
177-4174-SER	BODY PROP INSTL'N.,HPC,F7C	\$ 622.30	\$ 781.86
177-4365-SER	"PACKER GUIDE WELDMT,DPMSL"	\$ 487.38	\$ 612.34
177-4376	"GUSSET, RR LOADER"	\$ 58.41	\$ 73.38
177-4380-SER	LOADER HOSE TRAY WLDMT	\$ 195.37	\$ 245.47
204-8411	NUT	\$ 48.45	\$ 60.88
204-8413	THRUST BEARING	\$ 12.95	\$ 16.27
207-2938-003	HYD TUBE CLAMP CHANNEL 6"	\$ 5.65	\$ 7.10
207-2938-004	HYD TUBE CLAMP CHANNEL 12"	\$ 4.80	\$ 6.03
207-2938-005	HYD TUBE CLAMP CHANNEL 17"	\$ 7.96	\$ 10.00
207-2938-006	HYD TUBE CLAMP CHANNEL 3"	\$ 8.52	\$ 10.70
207-2938-007	8" HYD TUBE CLAMP CHANNEL	\$ 10.70	\$ 13.45
207-2938-008	HYD TUBE CLAMP CHANNEL 10"	\$ 17.91	\$ 22.50

Parts Pricelist

Item	Description	Fleet	List
207-2938-009	HYD TUBE CLAMP CHANNEL 7.25"	\$ 6.10	\$ 7.66
207-2938-010	HYD TUBE CLAMP CHANNEL 27.75"	\$ 15.69	\$ 19.72
207-2938-011	HYD TUBE CLAMP CHANNEL 20"	\$ 17.57	\$ 22.07
207-2938-012	HYD TUBE CLAMP CHANNEL 25"	\$ 20.58	\$ 25.85
207-2938-014	HYD TUBE CLAMP CHANNEL 16"	\$ 11.08	\$ 13.92
207-2938-015	HYD TUBE CLAMP CHANNEL 4"	\$ 11.00	\$ 13.82
211-1973	BRACKET	\$ 44.73	\$ 56.19
211-3827	BRACKET, VALVE	\$ 23.56	\$ 29.60
211-4055	BRKT, TANK MTG. HHP II	\$ 44.62	\$ 56.06
211-4497-SER	HHPII BODY PROP BRACKET	\$ 38.24	\$ 48.04
211-4943	BUMPER BRACKET	\$ 18.10	\$ 22.74
211-5142-SER	LH UPPER LATCH BRKT	\$ 54.43	\$ 68.38
211-5143-SER	RH UPPER LATCH BRKT	\$ 42.12	\$ 52.92
211-5144	LOWER LATCH BRACKET	\$ 13.99	\$ 17.58
211-5511-002	3/8 HRS BRACE	\$ 23.17	\$ 29.11
211-5511-003	3/8 HRS BRACE	\$ 22.73	\$ 28.56
211-5511-004-SER	PUMP BRCKT,AUTO CAR	\$ 268.99	\$ 337.96
211-5511-010	FACE PLATE	\$ 167.73	\$ 210.74
211-5511-012	PUMP GUARD	\$ 171.52	\$ 215.50
211-5511-SER	PUMP COVER	\$ 256.03	\$ 321.68
211-5817	BRACKET, RETAINER	\$ 9.80	\$ 12.31
211-5966-SER	RH T/G LATCH BRKT	\$ 128.90	\$ 161.95
211-6417-003	BRACE, PUMP MOUNT	\$ 6.33	\$ 7.96
211-6417-004	BRK'T., FM PUMP MOUNT (NWU)	\$ 39.05	\$ 49.06
211-9094	BRACKET	\$ 19.83	\$ 24.91
211-9095-SER	ROLLER BRACKET ASSEMBLY	\$ 89.12	\$ 111.97
211-9096	PLATE	\$ 32.85	\$ 41.28
211-9097-SER	ROLLER BRACKET ASSEMBLY	\$ 28.95	\$ 36.38
211-9100	BRACKET	\$ 4.87	\$ 6.12
211-9104	GLAD HAND BRACKET	\$ 3.99	\$ 5.02
211-9105	BRACKET, HYD MTG	\$ 5.35	\$ 6.72
211-9115	BRACKET, WARNING LIGHT	\$ 16.91	\$ 21.25
211-9119	WORK LIGHT BRKT.	\$ 5.94	\$ 7.47
211-9121	plate for prox switch	\$ 38.89	\$ 48.86
211-9132	BRACKET	\$ 6.27	\$ 7.88
211-9771-003	CHANNEL, CLAMP	\$ 5.48	\$ 6.88
211-9771-SER	BRACE	\$ 31.86	\$ 40.02
211-9791-003	BRACKET CONTROL LINKAGE	\$ 42.71	\$ 53.66
211-9791-013	LINK CONTROL LINKAGE	\$ 10.92	\$ 13.72
211-9791-020	BRACKET VALVE MOUNTING	\$ 27.38	\$ 34.40
211-9806-SER	PANEL ANCHOR	\$ 31.29	\$ 39.32
211-9816-SER	BRKT	\$ 120.93	\$ 151.94
211-9848	THROTTLE LINKAGE BRKT	\$ 38.95	\$ 48.94
211-9851	TUBE BRACKET	\$ 8.74	\$ 10.98
211-9851-001	Tube Hanger Bracket	\$ 2.57	\$ 3.23

Parts Pricelist

Item	Description	Fleet	List
211-9851-002	BRACKET, TUBE	\$ 6.65	\$ 8.35
211-9855-001	RETAINING COLLAR	\$ 36.07	\$ 45.32
211-9856-SER	OUTER CYL BKT, RH	\$ 57.70	\$ 72.50
211-9863	BRKT ROD MOUNT	\$ 8.35	\$ 10.49
211-9888-SER	BRACKET, light	\$ 82.74	\$ 103.96
211-9893	PUMP MOUNTING BRACKET, 2-BOLT	\$ 72.37	\$ 90.92
211-9904	SPACER PLATE	\$ 6.22	\$ 7.82
211-9932	STEADY REST GUSSET	\$ 11.84	\$ 14.88
211-9959	ARM PAD BRK'T	\$ 33.90	\$ 42.59
211-9966	AIR FILTER/ REGULATOR BRK'T	\$ 10.42	\$ 13.09
211-9967	AIR FILTER/ REGULATOR BRK'T	\$ 9.52	\$ 11.96
211-9969	BRACKET PIVOT	\$ 9.36	\$ 11.76
211-9977	BACKING PLATE	\$ 38.89	\$ 48.86
211-9978	PIVOT BRACKET	\$ 36.78	\$ 46.22
211-9979-SER	MOUNTING BRACKET, SCALES	\$ 86.91	\$ 109.19
211-9986	FILTER REGULATOR BRACKET	\$ 8.85	\$ 11.11
212-2087	DECAL - OUTPUT	\$ 1.26	\$ 1.59
219-1712	TYRONE PUMP (TANDEM)	\$ 3,438.93	\$ 4,320.70
219-1712-030	SHAFT SEAL KIT	\$ 55.05	\$ 69.17
219-1712-031	KIT	\$ 97.05	\$ 121.93
220-0421-SER	FOLLOWER SCRAPPER ASSEMBLY	\$ 217.53	\$ 273.30
230-0049	ZERK	\$ 3.82	\$ 4.80
230-0102	Extended Grease Zerk	\$ 5.68	\$ 7.13
234-0055-001	WEARING	\$ 91.29	\$ 114.70
234-0055-002	WEAR BAR	\$ 99.22	\$ 124.66
234-0055-003	LOWER SIDE WEAR BAR DPFAM F7	\$ 56.74	\$ 71.29
234-0055-004	STAR BAR DPFAM HP	\$ 115.38	\$ 144.96
234-0055-005	WEAR PAD SIDE DPFAM	\$ 80.95	\$ 101.70
234-0055-007	WEAR BAR, PACKER	\$ 39.76	\$ 49.96
234-0117	PLATE, CHAIN MOUNT	\$ 9.06	\$ 11.39
234-0137	TOP PLATE, LATCH MECH	\$ 126.39	\$ 158.80
234-0138	BOTTOM PLATE, LATCH MECH	\$ 154.44	\$ 194.04
234-0140	INNER STOP LATCH	\$ 4.31	\$ 5.41
234-0141	OUTER STOP, LATCH	\$ 17.44	\$ 21.91
234-0568	PLATE, BELT MOUNTING	\$ 6.46	\$ 8.11
234-0709	SEAL KEEPER PLATE (NWU)	\$ 20.39	\$ 25.62
234-0730	PIN PLATE STAR	\$ 3.60	\$ 4.53
234-0749-010	PANEL CORN. MARK LH STD DPFAM	\$ 3.09	\$ 3.88
234-0750-010	PANEL CORNER MARK RT STD DPFAM	\$ 16.43	\$ 20.64
234-0753	PLATE OUTER CYLINDER DPFAM	\$ 23.73	\$ 29.81
234-0754	PLATE, INNER CYLINDER DPFAM	\$ 4.90	\$ 6.15
234-0764	PLATE T/G CYL. MOUNT DPFAM	\$ 5.02	\$ 6.31
234-0924	PLATE, T/G HINGE COVER	\$ 14.93	\$ 18.76
234-0926	PLATE, T/G LATCH KIT	\$ 10.16	\$ 12.76
234-0927	PLATE, T/G LATCH BAR	\$ 20.44	\$ 25.68

Parts Pricelist

Item	Description	Fleet	List
234-1017	PLATE LIFT LUG	\$ 57.10	\$ 71.74
234-1107	"WEAR BAR, PACKER, DPMSL"	\$ 119.68	\$ 150.37
234-1108	"WEAR BAR, PACKER, DPMSL"	\$ 113.02	\$ 142.00
234-1111	"SIDE PLATE, PACKER, DPMSL"	\$ 124.16	\$ 156.00
234-1155	PLATE, BODY T/G HINGE	\$ 141.20	\$ 177.40
237-2943-002	LUG-5/8 HRS PLATE	\$ 27.00	\$ 33.93
237-2943-SER	REAR HINGE	\$ 508.67	\$ 639.10
237-5503-SER	CARRIAGE WELDMT was L229.0	\$ 2,481.87	\$ 3,118.24
237-5519	PIN WELDMENT	\$ 117.75	\$ 147.94
254-4145	JOYSTICK 6 POSITION	\$ 1,307.40	\$ 1,642.64
263-0042	#16 GA SOFT ANNEALED STEEL WIR	\$ 13.06	\$ 16.41
263-0389-002	HARNESS,CHASIS INTERFACE W/FT	\$ 514.72	\$ 646.70
263-0416	HARNESS CAB TO BODY	\$ 1,614.04	\$ 2,027.89
263-0417-028	BODY HARNESS DPF7000	\$ 1,122.50	\$ 1,410.32
263-0417-033	HARNESS, BODY 33YD DPF7K/MSL	\$ 1,404.00	\$ 1,764.00
263-0418	HARNESS, AUTO-NEUTRAL LIFT DPF	\$ 369.92	\$ 464.77
263-0420	HARNESS TAILGATE DP FAMILY	\$ 1,333.57	\$ 1,675.51
263-0656	HARNESS, TAILGATE DPF HP & 7K	\$ 706.59	\$ 887.76
263-0657	HARNESS, autopack add-on wire	\$ 780.94	\$ 981.18
263-0658-020	"BODY HARNESS,26/28 YD DPF HP"	\$ 1,379.85	\$ 1,733.66
263-0659	CAB TO BODY HARNESS F7K S/G	\$ 1,138.69	\$ 1,430.66
263-0675-001	WIRE HARNESS, JUNC/BOX END	\$ 334.70	\$ 420.52
263-0675-002	WIRE HARNESS, SECTION (CENTER)	\$ 452.81	\$ 568.91
263-0675-003	WIRE HARNESS, VALVE END	\$ 412.01	\$ 517.66
263-0680	"WIRE HARNESS, DPFRR CONTROLS"	\$ 509.81	\$ 640.53
263-1213	LOADER HARNESS,MD-06,RR/DPFRR	\$ 798.97	\$ 1,003.83
272-4874	SEAL KIT FOR 001-6560	\$ 348.22	\$ 437.51
272-6609	REMOTE CONTROL KIT	\$ 988.57	\$ 1,242.05
272-6630-100	CARRIAGE ROLLER KIT	\$ 1,074.78	\$ 1,350.36
272-6630-SER	CARRIAGE ASSEMBLY B2 LDR - SVC	\$ 3,281.93	\$ 4,123.45
272-7319	FORCE TO NEUTRAL KIT	\$ 970.16	\$ 1,218.92
272-7319-002	FORCE TO NEUTRAL KIT	\$ 711.24	\$ 893.60
272-7567-001	THROTTLE LIM/ADV 3/8' AIRLINE	\$ 496.81	\$ 624.20
272-7614-SER	LATCH KIT	\$ 561.25	\$ 705.16
272-7844-003-SER	BATT. BOX MOUNT KIT 3-BATT SVC	\$ 850.67	\$ 1,068.79
272-8000-020	THROTTLE LIMIT KIT	\$ 6.88	\$ 8.64
272-8115	FRONT PUMP MOUNTING KIT	\$ 1,108.65	\$ 1,392.91
272-8117	FRONT PUMP MOUNTING KIT	\$ 449.51	\$ 564.77
272-8376-002	JOYSTICK CONTROL KIT	\$ 1,788.76	\$ 2,247.41
272-8491	SEAL KIT 001-6445	\$ 315.87	\$ 396.86
272-8912-001-SER	SHEILD MSL	\$ 1,703.02	\$ 2,139.69
272-8912-SER	FOLLER ASSY MSL	\$ 3,026.81	\$ 3,802.91
272-8977-SER	ARM, LIFT ASSEMBLY	\$ 2,342.73	\$ 2,943.43
311-0153-00L-SER	HOIST SADDLE BRKT	\$ 508.62	\$ 639.04
311-0153-00R-SER	HOIST SADDLE BRKT	\$ 508.62	\$ 639.04

Parts Pricelist

Item	Description	Fleet	List
311-0160	CHAIN MOUNTING BRACKET	\$ 75.93	\$ 95.39
311-0165	HOLD DOWN ANGLE, LOADER, RR	\$ 48.77	\$ 61.27
311-0166	BRK'T., SUMP DOOR CLAMP	\$ 26.25	\$ 32.99
311-0167	BRK'T., SWING BOLT	\$ 136.64	\$ 171.68
311-0342-001	BRACKET BULK HEAD	\$ 10.20	\$ 12.82
311-0342-002	BRACKET BULK HEAD	\$ 10.16	\$ 12.76
311-0350	GUSSET	\$ 13.62	\$ 17.11
311-0351	BAR, support	\$ 146.81	\$ 184.46
311-0384	LIGHT PANEL LOWER DPFAM	\$ 141.88	\$ 178.26
311-0386	BRK'T T/G HINGE STD LH/RH	\$ 27.30	\$ 34.30
311-0387	BRK'T T/G HINGE STD LH/RH	\$ 27.30	\$ 34.30
311-0395	TAILGATE HINGE REINFORCEMENT	\$ 10.90	\$ 13.70
311-0396	BRKT ARM CYL DPFAM	\$ 49.19	\$ 61.80
311-0399	BRACKET, AIR FILTER	\$ 3.34	\$ 4.19
311-0404	GUARD,PUMP SHAFT AUTOMATED	\$ 23.59	\$ 29.64
311-0405	BRK'T., MUD FLAP	\$ 12.23	\$ 15.37
311-0619	LIGHT PANEL, UPPER TAILGATE	\$ 264.79	\$ 332.69
311-0756	BRACKET 4 STACK VALVE OUTLET	\$ 54.29	\$ 68.21
354-0469	BOTTOM RETURN LINE TUBE	\$ 138.20	\$ 173.64
354-0470	TOP RETURN LINE TUBE	\$ 107.91	\$ 135.57
354-0909	TUBE ASSY 1/2"	\$ 32.67	\$ 41.04
354-0910	TUBE ASSY 1/2"	\$ 32.34	\$ 40.63
354-0911	TUBE ASSY 1/2"	\$ 33.04	\$ 41.51
354-0912	TUBE ASSY 1/2"	\$ 32.85	\$ 41.28
354-0913	TUBE ASSY 1"	\$ 80.50	\$ 101.14
354-0914	TUBE ASSY 1"	\$ 122.10	\$ 153.41
354-0915	TUBE ASSY 1"	\$ 126.80	\$ 159.31
354-0916	TUBE ASSY 1/2"	\$ 91.45	\$ 114.90
354-0917	TUBE ASSY 1/2"	\$ 106.92	\$ 134.34
354-0918	TUBE ASSY 1/2"	\$ 88.92	\$ 111.72
354-0927	TUBE ASSY 1/2" LH	\$ 59.08	\$ 74.23
354-0928	TUBE ASSY 1/2" RH	\$ 97.75	\$ 122.81
354-0936	TUBE ASSY 1/2"	\$ 69.86	\$ 87.77
354-0951	3/4" TUBE ASSEMBLY	\$ 96.94	\$ 121.79
354-0957	TUBE, SLIDE TRACK	\$ 184.63	\$ 231.97
354-0961	TUBE, SLIDE BRACKET	\$ 20.11	\$ 25.26
354-0967	"TUBE ASSY,1 JIC,DPMSL"	\$ 163.66	\$ 205.62
354-0968	TUBE, HYDRAULIC	\$ 179.01	\$ 224.91
354-0969	"TUBE ASSY,1JIC,DPMSL"	\$ 136.87	\$ 171.97
354-0984	TUBE, EXTEND/ RAISE	\$ 60.89	\$ 76.50
354-0985	TUBE, GRIP CIRCUIT	\$ 69.54	\$ 87.38
354-0986	TUBE, GRIP CIRCUIT	\$ 96.22	\$ 120.89
354-0987	TUBE, DUMP CYLINDER	\$ 49.09	\$ 61.68
354-0988	TUBE	\$ 75.47	\$ 94.82
354-0989	TUBE	\$ 74.05	\$ 93.04

Parts Pricelist

Item	Description	Fleet	List
354-0990	TUBE, 4 STACK	\$ 61.78	\$ 77.62
354-0991	TUBE, LOADER PRESSURE	\$ 26.49	\$ 33.28
354-0992	TUBE, LOADER RETURN	\$ 94.24	\$ 118.40
354-0996	"SWIVEL, 1/4 PIPE THREAD"	\$ 146.55	\$ 184.12
354-0997-001-SER	HOPPER COVER,HANDLE KIT	\$ 74.71	\$ 93.86
354-1176	TUBE, 1/2" PRESSURE, 5020	\$ 54.71	\$ 68.74
354-1177	TUBE, "S" SHAPE W/ 1/4" NIPPLE	\$ 171.54	\$ 215.52
354-1179	T/A, VALVE - OUTLET	\$ 50.47	\$ 63.41
354-1180	T/A, VALVE - PACKER EXTEND	\$ 66.71	\$ 83.81
354-1181	T/A, VALVE - PACKER RETRACT	\$ 55.72	\$ 70.01
354-1182	T/A, VALVE - T/G LOWER	\$ 40.15	\$ 50.45
354-1183	T/A, VALVE - T/G RAISE	\$ 51.21	\$ 64.35
354-1185	T/A, VALVE - T/G UNLOCK	\$ 51.01	\$ 64.09
354-1187	T/A, R/D VALVE - DUMP	\$ 78.78	\$ 98.98
354-1188	T/A, R/D VALVE - PACKER EXTEND	\$ 47.41	\$ 59.56
354-1188-00P	TUBE ASS'Y, 1", PLATED	\$ 90.65	\$ 113.90
354-1189	T/A, R/D VALVE - PKR RETRACT	\$ 66.49	\$ 83.54
354-1190	T/A, FRT. B'HD. PKR. EXTEND	\$ 90.57	\$ 113.80
354-1191	T/A, FRT. B'HD. PKR. RETRACT	\$ 64.08	\$ 80.52
354-1195-001	TUBE, T/G LOCKB/E-J.D.CYL	\$ 39.64	\$ 49.80
354-1195-002	TUBE, T/G LOCK B/E-J.D.CYL.	\$ 37.69	\$ 47.35
354-1196	T/A, T/G UNLOCK LH	\$ 37.83	\$ 47.53
354-1197	T/A, T/G LOCK LH	\$ 33.85	\$ 42.53
354-1198	T/A, T/G LOCK RH	\$ 26.77	\$ 33.63
354-1199	T/A, T/G UNLOCK RH	\$ 27.66	\$ 34.75
354-1223	"TUBE ASSY,1JIC,DPMSL"	\$ 148.32	\$ 186.36
354-1225	"TUBE ASSY,1JIC,DPMSL"	\$ 98.55	\$ 123.81
354-1232	TUBE ASSY 1/2" JIC	\$ 43.31	\$ 54.41
372-0351-SER	LIFT ARM ASSY	\$ 3,115.27	\$ 3,914.06
3WF003-4432	BEARING, PIVOT 2" BALL	\$ 13.45	\$ 21.51
E1P24	WIRE HARNESS	\$ 32.29	\$ 40.57
E1P32	CHIME	\$ 37.44	\$ 47.04
E1P36	GUARD T/G SWITCH	\$ 13.43	\$ 16.88
E1P5	BUZZER CONTROL BOX	\$ 13.87	\$ 17.42
E1P6	IMPULSE RELAY	\$ 62.57	\$ 78.62
FR1005	LOCK OUT SWITCH	\$ 66.92	\$ 84.08
FS020899	BOLT CARR 5/16-18 X 12' GR 5	\$ 12.03	\$ 15.11
FS020920	CARRIAGE BOLT, 3/8-16 X 1"	\$ 0.47	\$ 0.59
FS020922	BOLT CARR 3/8-16 X 1.25	\$ 1.17	\$ 1.47
FS020924	CARRIAGE BOLT 3/8 X 1.50	\$ 1.61	\$ 2.02
FS021122	1/2-13NC X 1-1/4 CARRAIGE	\$ 3.04	\$ 3.82
FS070432	HH C/S 1-8X21/2LG	\$ 4.51	\$ 5.66
FS070713	1/4 IN- 20 NC X 5/8 HH C/S	\$ 0.11	\$ 0.14
FS070715	C.S.HEX HD GR5 1/4-20NCX3/4	\$ 0.23	\$ 0.29
FS070720	CPSCRW-HEX HD GR5 1/4-20NC X 1	\$ 0.23	\$ 0.29

Parts Pricelist

Item	Description	Fleet	List
FS070724	BOLT HH NC 1/4 X 1 1/2 G5	\$ 0.31	\$ 0.39
FS070726	BOLT HH NC 1/4 X 1 3/4 G5	\$ 0.31	\$ 0.39
FS070730	BOLT HH NC 1/4 X 2 / G5	\$ 0.42	\$ 0.53
FS070734	BOLT HH NC 1/4 X 2 1/2 G5	\$ 0.39	\$ 0.49
FS070740	HHCS 1/4-20NC X 3" LG	\$ 0.53	\$ 0.67
FS070815	BOLT HH NC 5/16 X 3/4 G5	\$ 0.11	\$ 0.14
FS070820	BOLT HH NC 5/16 X 1 / G5	\$ 1.00	\$ 1.25
FS070824	HHCS, GRD.5, 5/16-18 X 1.50	\$ 0.25	\$ 0.31
FS070826	BOLT HH NC 5/16 X 1 3/4 G5	\$ 0.19	\$ 0.24
FS070830	BOLT HH NC 5/16 X 2 / G5	\$ 0.47	\$ 0.59
FS070834	HEX HD CS 5/16-18 X 2-1/2	\$ 0.56	\$ 0.71
FS070840	BOLT HH NC 5/16 X 3 4000	\$ 0.44	\$ 0.55
FS070864	BOLT HH NC 5/16X5 1/2	\$ 3.74	\$ 4.70
FS070913	BOLT HH NC 3/8 X 5/8 G5	\$ 0.47	\$ 0.59
FS070915	CPSCR-HEX HD GR5 3/8-16NCX 3/4	\$ 0.59	\$ 0.74
FS070924	3/8-16 X 1-1/2 HHCS	\$ 0.42	\$ 0.53
FS070930	HHCS 3/8-16 X 2.00 LG.	\$ 0.83	\$ 1.04
FS070934	BOLT HH NC 3/8 X 2 1/2 G5	\$ 0.47	\$ 0.59
FS070936	3/8-16 NC x 2.75 GR5 HHCS	\$ 0.27	\$ 0.33
FS070940	BOLT HH NC 3/8 X 3 / G5	\$ 0.53	\$ 0.67
FS070950	BOLT HH NC 3/8 X 4 / G5	\$ 0.69	\$ 0.86
FS070960	BOLT HH NC 3/8 X 5 / G5	\$ 1.65	\$ 2.08
FS070964	BOLT HH NC 3/8 X 5 1/2 G5	\$ 3.62	\$ 4.55
FS070974	HHCS, GRD.5, 3/8-16 X 6.50	\$ 0.94	\$ 1.18
FS071024	BOLT HH NC 7/16 X 1 1/2 G5	\$ 0.70	\$ 0.88
FS071120	1/2" X 1" NC G5 HH BOLT	\$ 0.62	\$ 0.78
FS071122	1/2 -13 NC X 1.25 G5 HHCS	\$ 0.53	\$ 0.67
FS071124	CPSCRW-HEX HD GR5 1/2-13NCX1.5	\$ 0.69	\$ 0.86
FS071126	BOLT HH NC 1/2 X 1 3/4 G5	\$ 0.73	\$ 0.92
FS071130	BOLT HH NC 1/2 X 2 / G5	\$ 0.92	\$ 1.16
FS071132	1/2 - 13 X 2-1/4 HH CS	\$ 1.20	\$ 1.51
FS071134	1/2 NC X 2 1/2 G5 HH BOLT	\$ 1.03	\$ 1.29
FS071136	C.S.HEX HD 1/2-13NCX 2 3/4 GR5	\$ 0.83	\$ 1.04
FS071144	BOLT HH NC 1/2 X 3 1/2 G5	\$ 1.08	\$ 1.35
FS071146	BOLT HH NC 1/2 X 3 3/4 G5	\$ 1.37	\$ 1.72
FS071150	BOLT HH NC 1/2 X 4 / G5	\$ 1.03	\$ 1.29
FS071154	BOLT HH NC 1/2 X 4 1/2 G5	\$ 1.62	\$ 2.04
FS071156	HHCA GRD.5 1/2-13 X 4.75	\$ 2.68	\$ 3.37
FS071160	BOLT HH NC 1/2 X 5 / G5	\$ 2.46	\$ 3.10
FS071164	BOLT HH NC 1/2 X 5 1/2 G5	\$ 2.15	\$ 2.70
FS071170	1/2-13 NC HHCS X 6IN. LG	\$ 5.82	\$ 7.31
FS071174	BOLT HH NC 1/2 X 6 1/2 G5	\$ 2.84	\$ 3.57
FS071180	1/2"-13 X 7" GR5 HHCS	\$ 2.76	\$ 3.47
FS071190	1/2-13NC X 8 HHCS	\$ 6.58	\$ 8.27
FS071324	BOLT HH NC 5/8 X 1 1/2 G5	\$ 0.83	\$ 1.04

Parts Pricelist

Item	Description	Fleet	List
FS071330	BOLT HH NC 5/8 X 2 / G5	\$ 1.29	\$ 1.63
FS071334	BOLT HH NC 5/8 X 2 1/2 G5	\$ 1.65	\$ 2.08
FS071336	HHCS 5/8-11 X 2 3/4	\$ 1.76	\$ 2.21
FS071340	HHCS 5/8" NC X 3.00	\$ 1.76	\$ 2.21
FS071344	H.H. C/SCREW 5/8-11X3 1/2	\$ 2.09	\$ 2.63
FS071350	BOLT HH NC 5/8 X 4 / G5	\$ 2.65	\$ 3.33
FS071360	BOLT HH NC 5/8 X 5 / G5	\$ 4.95	\$ 6.21
FS071370	"BOLT, HH 5/8 X 6 NC GR 5"	\$ 4.85	\$ 6.10
FS071374	BOLT, 5/8 X 6.50 GR5	\$ 4.45	\$ 5.59
FS071380	5/8"-11X7 HHCS	\$ 4.26	\$ 5.35
FS071530	3/4 - 10 X 2IN HHCS GR5	\$ 1.75	\$ 2.20
FS071534	3/4 NC 2-1/2IN LG GRADE 5	\$ 1.79	\$ 2.25
FS071536	3/4"-10NC X 2 3/4"HHCS	\$ 1.79	\$ 2.25
FS071540	HHCS 3/4-10 X 3.00	\$ 4.29	\$ 5.39
FS071544	HHCS 3/4-10 X 3 1/2	\$ 4.23	\$ 5.31
FS071554	3/4-10NC x 4 1/2 LG. HHCS	\$ 3.26	\$ 4.10
FS071574	3/4 - 10 X 6-1/2IN HHCS GR5	\$ 5.57	\$ 7.00
FS071580	HHCS GRD 5 3/4-10 X 7.00"	\$ 8.42	\$ 10.58
FS072050	1X4 GR5 HHCS	\$ 7.30	\$ 9.17
FS072070	1 X 6 NC G5 HH BOLT	\$ 12.11	\$ 15.21
FS079416	1/4-20 x 1" HEX WASHER HD SCR.	\$ 0.37	\$ 0.47
FS081120	BOLT, 1/2 X 1 NC GR8	\$ 0.47	\$ 0.59
FS081140	HHCS, 1/2-13NC X 3" LONG, G8	\$ 3.29	\$ 4.14
FS081146	BOLT HH NC 1/2 X 3 3/4 G8	\$ 1.48	\$ 1.86
FS081326	HHCS, GR8, 5/8 NC X 1-3/4	\$ 1.12	\$ 1.41
FS081332	HHCS, GR8, 5/8 NC X 2-1/4	\$ 0.89	\$ 1.12
FS081334	HH C/S 5/8-11 X 2 1/2 GR8	\$ 1.01	\$ 1.27
FS081336	5/8"-11 X 2 3/4" G8 HHCS	\$ 2.01	\$ 2.53
FS082040	1 X 3 HHCS GR8 UNC	\$ 5.94	\$ 7.47
FS082084	HHCS,1-8 UNC X 7.5 LG GR8,NP	\$ 40.36	\$ 50.71
FS090932	CAPSCREW HHD 3/8X2 1/4	\$ 0.56	\$ 0.71
FS100711	BOLT HH NF 1/4-28 X 1/2 G5	\$ 0.12	\$ 0.16
FS100713	BOLT HH NF 1/4 X 1/2 G5	\$ 0.14	\$ 0.18
FS100813	BOLT HH NF 5/16 X 5/8 G5	\$ 0.09	\$ 0.12
FS100822	5/16-24 X 1-1/4 GGCS	\$ 0.23	\$ 0.29
FS100913	3/8 X 5/8 NF G5 HH BOLT	\$ 0.73	\$ 0.92
FS100915	BOLT HH NF 3/8 X 3/4 G5	\$ 0.37	\$ 0.47
FS100924	BOLT HH NF 3/8 X 1 1/2 G5	\$ 0.34	\$ 0.43
FS100926	BOLT HH NF 3/8 X 1 3/4 G5	\$ 0.62	\$ 0.78
FS100930	3/8-24.2 H.H. C/SCREW, 4000	\$ 0.62	\$ 0.78
FS100932	BOLT HH NF 3/8 X 2 1/4 G5	\$ 0.55	\$ 0.69
FS100934	3/8-24 x 2 1/2 HHCS 4000	\$ 0.62	\$ 0.78
FS100936	BOLT HH NF 3/8 X 2 3/4 G5	\$ 1.12	\$ 1.41
FS101117	BOLT HH NF 1/2 X 7/8 G5	\$ 0.69	\$ 0.86
FS101120	BOLT HH NF 1/2 X 1 / G5	\$ 0.83	\$ 1.04

Parts Pricelist

Item	Description	Fleet	List
FS101122	BOLT HH NF 1/2 X 1 1/4 G5	\$ 0.84	\$ 1.06
FS101130	1/2 X 2 NF G5 HH BOLT	\$ 0.73	\$ 0.92
FS101134	1/2 X 2 1/2 NF G5 HH BOLT	\$ 1.03	\$ 1.29
FS101144	BOLT HH NF 1/2 X 3 1/2 G5	\$ 1.64	\$ 2.06
FS101180	HEX HD BOLT 1/2	\$ 3.34	\$ 4.19
FS101324	BOLT HH NF 5/8 X 1 1/2 G5	\$ 0.92	\$ 1.16
FS101334	BOLT HH NF 5/8 X 2 1/2 G5	\$ 1.36	\$ 1.71
FS101524	HHCS, 3/4-16NF X 1 1/2	\$ 1.83	\$ 2.29
FS111190	BOLT, 1/2" X 8" G8 NF	\$ 9.22	\$ 11.58
FS111192	HHCS 8 1/2" X 1/2" GR8	\$ 11.92	\$ 14.97
FS111744	HHC/S 7/8-14X3-1/2 GR8	\$ 15.05	\$ 18.91
FS112054	BOLT, 1" X 4 1/2 NF GR8	\$ 23.54	\$ 29.58
FS120823	"5/16 X 1 3/8 SHCS, UNF"	\$ 0.69	\$ 0.86
FS131130	CAPSCREW-1/2	\$ 2.92	\$ 3.67
FS131332	5/8-11 X 2 1/4 SOC. HD. C.S.	\$ 4.12	\$ 5.17
FS140921	3/8 -16 NC X 1 1/4 NYLOK FL SO	\$ 1.26	\$ 1.59
FS141322	BOLT, 5/8-11 X 1 1/4 SHCS FLAT	\$ 3.95	\$ 4.96
FS190400	1/4NPT STRAIGHT GREASE FITTING	\$ 0.69	\$ 0.86
FS190445	ZERK 45 1/4	\$ 1.19	\$ 1.49
FS190490	1/8 NPT 90 DEG. GREASE FITTING	\$ 1.23	\$ 1.55
FS190700	1/4-28 STRAIGHT GREASE FITTING	\$ 0.72	\$ 0.90
FS190790	ZERK 90 DEG 1/4-28 THD	\$ 2.34	\$ 2.94
FS211100	1/2" NF LH HEX JAM NUT SPL	\$ 1.23	\$ 1.55
FS222000	"1"-8NC STOVERS LOCK NUT"	\$ 7.46	\$ 9.37
FS230800	5/16 -18 NC CENTER LOCKNUT	\$ 0.20	\$ 0.25
FS231000	7/16" NC LOCK NUT	\$ 0.45	\$ 0.57
FS231300	5/8-11 CENTER LOCKNUT, 4000	\$ 1.26	\$ 1.59
FS231500	NUT LOCK NC 3/4.	\$ 1.65	\$ 2.08
FS240700	NUT LOCK NF 1/4.	\$ 0.33	\$ 0.41
FS240800	NUT LOCK NF 5/16	\$ 0.33	\$ 0.41
FS240900	3/8-24NF CENTER LOCK NUT, 4000	\$ 0.42	\$ 0.53
FS241300	NUT LOCK NF 5/8.	\$ 1.56	\$ 1.96
FS242000	1"-14 STD LOCKNUT - #50064	\$ 3.07	\$ 3.86
FS251700	NUT, 7/8 NF PLATED	\$ 2.25	\$ 2.82
FS252400	NUT, 1 1/2 NF GR8	\$ 14.01	\$ 17.60
FS260900	3/8-16NC LOCKNUT	\$ 0.28	\$ 0.35
FS270300	#8-36 HEX NUT	\$ 0.19	\$ 0.24
FS270400	#10 NF HEX NUT	\$ 0.11	\$ 0.14
FS270900	NUT HEX NF 3/8.	\$ 0.11	\$ 0.14
FS271000	HEX HEAD NUT 7/16-20NF 4000	\$ 0.59	\$ 0.74
FS271300	5/8" NF HEX NUT	\$ 0.45	\$ 0.57
FS271700	7/8-14 NF-FULL STL. HEX NUT	\$ 1.73	\$ 2.18
FS272200	NUT HEX NF 1 1/4	\$ 13.98	\$ 17.56
FS280200	NUT HEX NC #6	\$ 0.16	\$ 0.20
FS280400	NUT HEX NC #10	\$ 0.09	\$ 0.12

Parts Pricelist

Item	Description	Fleet	List
FS280900	3/8" NC HEX NUT	\$ 0.11	\$ 0.14
FS281100	NUT HEX NC 1/2.	\$ 0.61	\$ 0.76
FS281500	3/4" NC HEX NUT	\$ 1.50	\$ 1.88
FS292400	NUT JAM NF 1 1/2-12	\$ 27.19	\$ 34.16
FS301000	NUT JAM NF 7/16	\$ 0.42	\$ 0.53
FS301100	1/2-20 NF HEX JAM NUT, 4000	\$ 0.37	\$ 0.47
FS302200	1 1/4" HEX NUT	\$ 9.81	\$ 12.33
FS312000	HVY SLOTTED NUT 1.00-8 GR. B	\$ 8.00	\$ 10.05
FS312150	SLOTTED NUT 1 1/2 NF	\$ 21.28	\$ 26.73
FS313150	NUT, LOCK - 1 1/2 12NC	\$ 40.81	\$ 51.27
FS313175	LOCKNUT, 1 3/4-12	\$ 66.32	\$ 83.32
FS321100	NUT LOCK NC 1/2 G8	\$ 0.30	\$ 0.37
FS321300	NUT LOCK NC 5/8 G8	\$ 0.75	\$ 0.94
FS322000	NUT LOCK NC 1 G8	\$ 4.10	\$ 5.15
FS332000	1IN-14NF CASTLE NUT	\$ 7.86	\$ 9.88
FS340215	COTTER PIN 3/32X 3/4 LG	\$ 0.08	\$ 0.10
FS340224	COTTER PIN 3/32 X 1-1/2	\$ 0.12	\$ 0.16
FS340412	1/8 X 3/4 COTTER PIN	\$ 0.09	\$ 0.12
FS340420	1/8 X 1 COTTER PIN	\$ 0.09	\$ 0.12
FS340525	5/32 X 1 1/2 COTTER PIN	\$ 0.09	\$ 0.12
FS340630	3/16" x 2" COTTER PIN	\$ 0.22	\$ 0.27
FS340632	3/16 X 2 1/4 COTTER PIN	\$ 0.14	\$ 0.18
FS340640	3/16 X 3 COTTER PIN, 4000	\$ 0.36	\$ 0.45
FS340730	1/4 X 2 COTTER PIN	\$ 0.23	\$ 0.29
FS340732	1/4IN x 2 1/4IN COTTER PIN	\$ 0.72	\$ 0.90
FS340736	1/4 X 2 3/4 COTTER PINN	\$ 0.67	\$ 0.84
FS340744	1/4 X 3 1/2 COTTER PIN	\$ 0.53	\$ 0.67
FS361140	ROLL PIN 1/2 X 3"	\$ 18.00	\$ 22.62
FS370614	BLIND RIVET, 3/16 X 0.700	\$ 2.54	\$ 3.19
FS400434	MACHINE SCREW, 10-32, 2.5"	\$ 0.22	\$ 0.27
FS410315	#8-32 X 3/4 RD. HD. MACH. SCR.	\$ 0.05	\$ 0.06
FS410916	3/8-16 X 3/4 BUTTON HD C/SCREW	\$ 0.61	\$ 0.76
FS410930	3/8-16 X 2 SCREW, SOCKET HD	\$ 0.70	\$ 0.88
FS411120	1/2-13 NC X 1IN BUTTON HD CS	\$ 2.84	\$ 3.57
FS420211	#6-32 X 1/2 RH MACH.SCREW	\$ 0.11	\$ 0.14
FS420220	SCREW, MACH RD HD #6-32 NC X 1	\$ 0.09	\$ 0.12
FS420320	#8-32NC X 1" RD HD M/S	\$ 0.05	\$ 0.06
FS420409	10-24 X 3/8 MACH. SC	\$ 0.23	\$ 0.29
FS420412	#10-32 X 1/2 RD.HD. MACH. SCR	\$ 0.05	\$ 0.06
FS420421	#10-32 X 1 RD HD MACH SCREW	\$ 0.09	\$ 0.12
FS420426	#10-32 X 1 3/4 RD. HD. MACH. S	\$ 0.23	\$ 0.29
FS420428	10-32 NF X 2IN LG	\$ 0.22	\$ 0.27
FS420920	SCREW	\$ 0.37	\$ 0.47
FS440707	SCREW, SET SCKT.	\$ 0.23	\$ 0.29
FS440909	3/8-16NCX3/8 SET SOCKET HD SCR	\$ 0.70	\$ 0.88

Parts Pricelist

Item	Description	Fleet	List
FS450407	#10-32 X 1/4 SOC. HD. SET SCRE	\$ 0.28	\$ 0.35
FS450709	"SET SCREW, 1/4 X 3/8LG."	\$ 0.28	\$ 0.35
FS510700	1/4 STD. FLAT WASHER	\$ 0.09	\$ 0.12
FS510800	5/16 STD. FLT WASHER	\$ 0.08	\$ 0.10
FS510822	5/16 X 1 1/14 FENDER WASHER	\$ 4.13	\$ 5.19
FS510900	3/8 FLAT WASHER	\$ 0.14	\$ 0.18
FS511100	1/2 STD. FLAT WASHER	\$ 0.53	\$ 0.67
FS511300	5/8 STD. FLAT WASHER	\$ 0.45	\$ 0.57
FS511500	3/4 STD FLAT WASHER	\$ 2.15	\$ 2.70
FS512000	1IN FLAT WASHER	\$ 2.68	\$ 3.37
FS512400	FLATWASHER 1-1/2	\$ 4.63	\$ 5.82
FS520400	#10 FLAT WASHER CAD, 4000	\$ 0.05	\$ 0.06
FS520700	FLATWASHER-1/4 SAE	\$ 0.51	\$ 0.65
FS520800	5/16 FLT WASHER	\$ 0.20	\$ 0.25
FS520900	3/8 FLAT WASHER	\$ 0.23	\$ 0.29
FS521100	1/2 FLAT SAE WASHER	\$ 0.34	\$ 0.43
FS521300	5/8 FLAT SAE WASHER	\$ 1.58	\$ 1.98
FS521500	3/4 FLAT SAE WASHER	\$ 0.72	\$ 0.90
FS522000	1 SAE STEEL FLAT WASHER	\$ 0.86	\$ 1.08
FS522200	1 1/4 SAE FLAT WASHER	\$ 2.17	\$ 2.72
FS522300	1 3/8" SAE FLATWASHER	\$ 3.40	\$ 4.27
FS522400	1 1/2 FLT SAE WASHER	\$ 1.93	\$ 2.43
FS540700	1/4 LOCKWASHER	\$ 0.17	\$ 0.22
FS541000	LOCKWASHER, 1/2"	\$ 0.16	\$ 0.20
FS541100	1/2" LOCK WASHER, 4000	\$ 0.23	\$ 0.29
FS550400	#10 LOCKWASHER CAD	\$ 0.11	\$ 0.14
FS550900	3/8 LOCKWASHER	\$ 0.41	\$ 0.51
FS552000	WASHER,1"SPLIT LOCK	\$ 1.14	\$ 1.43
FS591507	HEX REDU BUSH 3/4 x 1/4	\$ 3.34	\$ 4.19
FS592007	1 X 1/4IN HX REDUCER BUSHING	\$ 5.43	\$ 6.82
FS592011	HEX REDUCER BUSHING 1 X 1/2	\$ 5.62	\$ 7.06
FS592015	1X3/4 HEX RED BUSH STD BLK	\$ 4.88	\$ 6.13
FS593024	BUSHING 2 x 1 1/2IN	\$ 6.82	\$ 8.57
FS600704	1/4 X 1/8 HEX RED BUSH	\$ 3.71	\$ 4.66
FS600907	3/8 X 1/4 HEX REDUCER BUSH.	\$ 6.97	\$ 8.76
FS601107	1/2 X 1/4 HEX RED.BUSHING	\$ 3.46	\$ 4.35
FS640400	1/8" PIPE COUPLING	\$ 4.91	\$ 6.17
FS640700	COUPLING,1/4" NPT	\$ 2.57	\$ 3.23
FS690700	CROSS 150 LB 1/4 BLACK	\$ 10.81	\$ 13.58
FS820400	1/8IN90 DEG. STREET ELBOW 150	\$ 4.46	\$ 5.61
FS820700	1/4 90DEG STREET ELBOW #300	\$ 6.93	\$ 8.70
FS823000	2IN90 DEG STREET ELBOW	\$ 36.10	\$ 45.35
FS880400	NIPPLE PIPE 1/8	\$ 1.28	\$ 1.61
FS880700	NIPPLE PIPE 1/4	\$ 4.26	\$ 5.35
FS881500	NIPPLE PIPE 3/4	\$ 3.14	\$ 3.94

Parts Pricelist

Item	Description	Fleet	List
FS882400	1 1/2 X CLOSE PIPE NIPPLE STD.	\$ 3.96	\$ 4.98
FS883000	2 CLOSE NIPPLE BLK	\$ 7.39	\$ 9.29
FS883031	NIPPLE 2"X 2" LG NYC	\$ 7.86	\$ 9.88
FS900700	1/4 SQ. HD. PIPE PLUG	\$ 0.75	\$ 0.94
FS902001	PLUG-PIPE SQ HD BLK 1NPT	\$ 2.43	\$ 3.06
FS902401	1 1/2 CTSK PIPE PLUG	\$ 18.33	\$ 23.03
FS910401	1/8 NPT SQ HD PIPE PLUG, 4000	\$ 1.28	\$ 1.61
FS911100	PIPE PLUG 1/2"	\$ 1.20	\$ 1.51
FS933024	1 1/2 X 2 BELL REDUC	\$ 15.27	\$ 19.19
FS933430	BELL REDUCER 2 1/2 - 2"	\$ 44.18	\$ 55.51
QA6-EKFK-080	HOSE, 1" RETURN	\$ 203.91	\$ 256.19
QA6-EKFK-081	1IN RETURN HOSE	\$ 255.86	\$ 321.46
QA6-EKFK-084	HOSE, PRESSURE	\$ 147.37	\$ 185.16
QA6-EKFK-085	1" HOSE ORS	\$ 220.76	\$ 277.36
QA6-EKFK-093	HOSE ASS'Y	\$ 168.43	\$ 211.62
QA6-FKFK-011	return line hose 1"	\$ 92.90	\$ 116.72
QA6-FKFK-050	"HOSE ASSY, 1 X 50 LG."	\$ 186.72	\$ 234.59
QA6-FKFK-075	HOSE 1" RETURN	\$ 73.79	\$ 92.71
QA6-FKFK-136	"HOSE ASSY, 1 X 136 LG."	\$ 207.46	\$ 260.66
QB6-HKKK-037	HOSE CASE DRAIN, REAR PUMP	\$ 134.97	\$ 169.58
QC1-ACFC-024	HOSE ASSY 1/4 MNPT- FJIC	\$ 29.42	\$ 36.97
QC1-BCCC-018	HOSE	\$ 30.65	\$ 38.51
QC1-DCDC-019	hose assy	\$ 64.19	\$ 80.65
QC1-FCFC-017	HOSE	\$ 16.19	\$ 20.34
QC1-FCFC-044	HOSE	\$ 40.06	\$ 50.33
QC1-FCFC-047	1/4 HOSE X 47	\$ 40.44	\$ 50.80
QC1-FCFC-076	"HOSE ASSY, 1/4 X 76LG."	\$ 50.78	\$ 63.80
QC2-EEFE-052	3/8" HOSE	\$ 62.63	\$ 78.69
QC2-EFGF-019	HOSE HI-PRESS	\$ 25.55	\$ 32.10
QC2-FEFE-040	HOSE ASSEMBLY	\$ 44.38	\$ 55.76
QC2-FEFE-072	HOSE, 3/8"	\$ 56.77	\$ 71.32
QC3-EFFF-055	1/2" HOSE	\$ 55.50	\$ 69.74
QC3-FEFE-030	HOSE, ROLL BAR KIT	\$ 42.82	\$ 53.80
QC3-FFFF-022	HOSE	\$ 38.28	\$ 48.10
QC3-FFFF-026	H/A, 1/2"ID X 26"LG R2	\$ 39.83	\$ 50.04
QC3-FFFF-027	HOSE ASSY	\$ 37.72	\$ 47.39
QC3-FFFF-028	HOSE 1/2" X 28" LONG	\$ 38.38	\$ 48.22
QC3-FFFF-035	HOSE, T/D CYL.RECYCLE 1000 R.E	\$ 42.65	\$ 53.59
QC3-FFFF-049	HOSE	\$ 48.16	\$ 60.51
QC3-FFFF-062	HOSE	\$ 67.02	\$ 84.20
QC3-FFFF-066	HOSE	\$ 81.57	\$ 102.49
QC3-FFFF-079	HOSE	\$ 79.23	\$ 99.55
QC3-FFFF-130	1/2 PRESSURE LINE	\$ 145.88	\$ 183.28
QC3-FFFF-139	HOSE	\$ 122.34	\$ 153.70
QC3-FFFG-130	1/2 PRESSURE LINE	\$ 149.37	\$ 187.67

Parts Pricelist

Item	Description	Fleet	List
QC3-FFGF-019	HOSE	\$ 49.90	\$ 62.70
QC4-AFFG-048	HOSE	\$ 85.24	\$ 107.09
QC5-EHFH-018	HOSE PRESSURE 3/4"	\$ 101.12	\$ 127.05
QC5-EHFH-022	H/A, 3/4" ID X 22" FJX/JIC	\$ 71.04	\$ 89.26
QC5-EHFH-032	H/A, 3/4" ID X 32" FJX/JIC	\$ 85.22	\$ 107.07
QC6-FKFK-066	HOSE, 1" RETURN	\$ 231.58	\$ 290.96
QC6-FKFK-072	HOSE,1"	\$ 192.16	\$ 241.43
QD1-BCAC-023	1/4" NPTM SW-NPTM HOSE	\$ 58.59	\$ 73.62
QD2-FEFE-025	HYD. HOSE, FABR GUARD 3/8	\$ 18.95	\$ 23.81
QD3-FGFG-045	1/2" HOSE	\$ 57.19	\$ 71.85
QD6-FKFK-038	HOSE 1IN	\$ 127.53	\$ 160.23
QD6-FKFK-044	HOSE T/G PIVOT PTC	\$ 143.02	\$ 179.69
QE5-EHFK-015	HOSE, hydraulic-return	\$ 76.60	\$ 96.24
QE5-EHFK-019	HOSE, hydraulic 4 stack valve	\$ 67.67	\$ 85.02
QF5-FHFH-064	HOSE	\$ 114.32	\$ 143.63
QF5-FHFH-072	3/4 HOSE W 3/4 JICF ENDS -72	\$ 140.68	\$ 176.75
QF5-KHKH-062	HOSE	\$ 120.46	\$ 151.35
QF6-EKEK-050	HOSE	\$ 194.27	\$ 244.08
QF6-EKFK-072	H/A, 1"ID X 72"LG R9	\$ 156.06	\$ 196.08
QF6-FKFK-024	H/A, 1"ID X 24"LG R9	\$ 135.64	\$ 170.42
QF6-FKFK-026	HOSE	\$ 133.55	\$ 167.80
QF6-FKFK-136	HOSE, 1" JIC	\$ 290.04	\$ 364.40
QG3-KFKF-027	HOSE	\$ 78.20	\$ 98.25
QG3-KFKF-040	EJEC CYL HOSE 20 YD NYC	\$ 96.22	\$ 120.89
QG3-KGKG-043	HOSE	\$ 118.36	\$ 148.71
QG4-EHFH-034	HOSE,5/8"X34"LG W/ 3/4 JICENDS	\$ 95.55	\$ 120.05
QG4-EHFH-039	HOSE	\$ 131.55	\$ 165.29
QG5-EHEH-025	HOSE SPECIAL 3/4"	\$ 119.59	\$ 150.25
QG5-FHFH-043	HOSE, 4000 PSI	\$ 142.62	\$ 179.18
QG5-FHFH-048	HOSE, 4000 PSI	\$ 138.57	\$ 174.11
QG5-KHKH-039	3/4" HOSE ASSY X 39"	\$ 186.08	\$ 233.79
QG6-EKFK-024	HOSE	\$ 122.48	\$ 153.88
QG6-EKFK-044	"HOSE ASS'Y, 1 H/P"	\$ 155.14	\$ 194.92
QG6-FKFK-036	HOSE, ASS'Y. HYD.	\$ 150.59	\$ 189.20
QG6-FKFK-044	HOSE	\$ 165.53	\$ 207.98
QR1-FCFC-130	HOSE, CAB EXTENSION	\$ 96.41	\$ 121.13
QR1-FCFC-144	HOSE, CAB EXTENSION	\$ 104.97	\$ 131.89
QR5-EHEH-025	HOSE,LOWER PIVOT - PYTHON LIFT	\$ 59.70	\$ 75.01
QR5-EHEH-030	HOSE, UPPER PIVOT-PYTHON LIFT	\$ 100.40	\$ 126.15
QR5-EHEH-034	HOSE	\$ 74.72	\$ 93.88
QR5-EHFH-031	HOSE, GRABBER OPEN - PYTHON LI	\$ 149.29	\$ 187.57
QR5-EHFH-036	HOSE	\$ 93.93	\$ 118.01
QR5-EHFH-041	HOSE, GRABBER CLOSE -PYTHON LI	\$ 125.24	\$ 157.35
QR5-EHFH-053	HOSE	\$ 120.07	\$ 150.86
QR5-FHFH-021	HOSE, 3/4" HYDRAULIC	\$ 95.08	\$ 119.46

Parts Pricelist

Item	Description	Fleet	List
QR5-FHFH-028	HOSE, 3/4" PACKER	\$ 49.17	\$ 61.78
QR5-FHFH-030	HOSE, 7000	\$ 64.83	\$ 81.46
QR6-FKFK-028	HOSE	\$ 107.89	\$ 135.55
QT3-FFFF-031	1/2" HOSE, MEGATUFF	\$ 86.21	\$ 108.31
QT3-FFFF-034	1/2" TAILGATE HOSE,MEGATUFF	\$ 91.59	\$ 115.07
QT4-FGFG-092	5/8" RAM HOSE, MEGATUFF	\$ 146.02	\$ 183.46
QT5-EHEH-019	hose	\$ 100.48	\$ 126.24
QT5-EHEH-025	3/4" HOSE,MEGATUFF	\$ 169.23	\$ 212.62
QT5-EHEH-030	3/4" HOSE,MEGATUFF	\$ 185.14	\$ 232.61
QT5-EHEH-034	H/A, 3/4" X 34"	\$ 103.90	\$ 130.54
QT5-EHEH-038	HOSE , 3/4 MEGATUFF	\$ 143.32	\$ 180.07
QT5-EHEH-040	H/A, 3/4" X 40"	\$ 128.36	\$ 161.27
QT5-EHFH-028	3/4" HOSE,MEGATUFF	\$ 142.02	\$ 178.44
QT5-EHFH-031	3/4" HOSE,MEGATUFF	\$ 154.97	\$ 194.71
QT5-EHFH-036	3/4" HOSE,MEGATUFF	\$ 200.80	\$ 252.29
QT5-EHFH-041	3/4" HOSE,MEGATUFF	\$ 205.59	\$ 258.31
QT5-EHFH-053	3/4" HOSE,MEGATUFF	\$ 200.10	\$ 251.41
QT5-FHFH-028	HOSE	\$ 160.62	\$ 201.80
QT6-EKFK-050	HOSE	\$ 297.27	\$ 373.50
QT6-FKFK-024	HOSE	\$ 185.31	\$ 232.83
QV5-EHFH-026	HOSE ASSY, 3/4" x 26"	\$ 43.93	\$ 55.19
QV5-EHFK-026	HOSE ASSEMBLY	\$ 37.92	\$ 47.65
QV5-FHFH-023	HOSE	\$ 70.15	\$ 88.14
QV5-FHFH-030	HOSE	\$ 62.35	\$ 78.34
QV5-FHFH-033	HOSE	\$ 62.48	\$ 78.50
QV5-FHFH-036	HOSE	\$ 93.10	\$ 116.97
QV6-FHFK-078	HOSE, 1" 5000 T/G	\$ 118.90	\$ 149.39
QV6-FKFK-072	1"HOSE ASS'Y	\$ 214.03	\$ 268.91
QX5-FHFH-048	HOSE 3/4IN	\$ 80.84	\$ 101.57
QX5-FHFH-054	HOSE, 3/4"	\$ 141.15	\$ 177.34
QX6-ELFK-018	HOSE ASSY 18IN	\$ 101.65	\$ 127.71
QX6-ELFK-036	HOSE	\$ 145.03	\$ 182.22
QX6-ELFL-030	HOSE	\$ 117.02	\$ 147.02
QX6-FKFK-033	HOSE, 1"	\$ 102.51	\$ 128.79
QX6-FKFL-030	HOSE ASSEMBLY	\$ 94.01	\$ 118.11
QX6-HKKK-090	1" HOSE ORS	\$ 251.49	\$ 315.97
QZ3-EFFF-018	HOSE	\$ 42.32	\$ 53.17
QZ3-EFFF-030	HOSE, 1/2 H/P	\$ 28.89	\$ 36.30
QZ3-EFFF-032	HOSE ASSEMBLY	\$ 37.44	\$ 47.04
QZ3-EGEG-032	HOSE, 5/8"FORK CIRC.	\$ 59.58	\$ 74.85
QZ3-EGFF-018	HOSE, 1/2"	\$ 22.34	\$ 28.07
QZ4-EGEG-024	HOSE	\$ 44.27	\$ 55.62
QZ4-EGEG-032	HOSE, 5/8"-FORK	\$ 45.57	\$ 57.25
QZ4-EGEG-048	HOSE, 5/8"-FORK	\$ 66.42	\$ 83.46
QZ4-EGFG-024	HOSE, 5/8"-FORK B/E	\$ 43.20	\$ 54.27

Parts Pricelist

Item	Description	Fleet	List
QZ4-EGFG-032	HOSE, 5/8"-FORK R/E	\$ 55.74	\$ 70.03
QZ4-EGFG-034	HOSE ASSEMBLY, 5/8" x 34	\$ 63.76	\$ 80.11
QZ4-EGFG-040	HOSE, 5/8"-FORK R/E 40 IN. LG	\$ 73.29	\$ 92.08
QZ5-EHFH-024	HOSE 3/4IN	\$ 52.17	\$ 65.54
QZ5-FHFH-024	HOSE	\$ 62.81	\$ 78.91



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Apr. 5

General Information

Type: Commodity

CHANGE: None CH #:

\$ Not to Exceed: \$ 650,000.00

Original Contract Number:

Original Contract Amount:

Contractor: Maita Chevrolet

Project Name: O.E.M. Parts and Services

Project Number:

Bid Transaction #: B11131061010

E/SBE-DBE-M/WBE: No

Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr: CRAIG Lymus

Phone Number: x6343

Org Number: 13001611

Comment: multiple award

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	3/16/11
Accounting:	—	—
Contract Services:	—	—
Supervisor:	<i>CL</i>	3/16/11
Division Manager:	<i>CL</i>	3/16/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>VAB</i>	3/16/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RS</i>	3/22/11
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

For City Clerk Processing

Finalized:
Initial: _____ Date: _____

Imaged:
Initial: _____ Date: _____

Resolution No: (If Applicable) _____

Contract No:

Maita Chevrolet



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B11131061010

INVITATION FOR BID And Contract Specifications

FOR: Original Equipment Manufacturer (O.E.M.) Parts and Services for BMW Motorcycles, Light and Heavy Duty Vehicles and Equipment

Bids Must Be Received Prior To 2:00 P.M. on February 23, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference: N/A
Mandatory: [] Yes
 [] No

BID BOND SECURITY
 Properly Signed Improperly Signed
 Not Included Not Required
Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ Initial: VE
Bid Bond Guarantee _____

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Maita CHEVROLET

Address: 4650 AUTO CENTER DRIVE

City, State, Zip Code: ELK GROVE, CA 95757

Phone Number: (916) 691-2800

Email Address: TOMCRASE@MAITA.NET

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061010
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BID NO. B11131061010

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "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 **FAX your response to the Procurement Services office at (916) 808-5747**. If you have questions, please call the Procurement Office at (916) 808-6240. 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 and/or small business enterprise (E/SBE):
(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Submittals.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on February 23, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ____ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: [] Required [X] Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

Technical Questions
Fleet Management Division
Attention: Jonathon Yee
Email: jjyee@cityofsacramento.org
Phone: (916) 808-6289

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

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

- 15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
 - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

- 16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
- 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
- 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
- 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
- 20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
- 21. **Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. Bid protests must be filed 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 through 3.60.560 of the Sacramento City Code are available at <http://www.qcode.us/codes/sacramento/>

24. City of Sacramento Boycott of Arizona-Headquartered-Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B11131061010

FOR SERVICES/SUPPLIES: Original Equipment Manufacturer (O.E.M.) Parts and Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Maita CHEVROLET
ADDRESS: 9650 AUTO CENTER DR. ELK GROVE, CA 95757
PHONE #: 916-691-2800 FAX #: 916-484-4618 E-MAIL: TOMCRASE@MAITA.NET
STATE TAX I.D. #: 27-228724 FED. TAX I.D. #: 94-2619517

City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 
PRINT NAME: TOM CRASE
TITLE: PARTS + SERVICE DIRECTOR

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 2.23.11

Bid Bond Required: No, Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify:

Items 3 and 4

Contract Not-to-Exceed Amount: \$ 650,000.

Award Date: 4.5.11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Kenneth Brudvik

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



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

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

(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,

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- 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 B



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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th St., Bldg.1
Sacramento, CA 95822
- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

BID NO. B11131061010

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel 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. **Conflict 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, photostating, 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. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. 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.

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.

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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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 insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's 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 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:V. 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 Risk Management Division 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) 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 and/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 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.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
- A. Post-Award Amendments.
 - B. Pricing Schedule(s), as corrected by City, if applicable.
 - C. Pre-Award Addenda
 - D. Special Provisions.
 - E. Bid Instructions and Requirements
 - F. General Conditions
 - G. Technical Specifications and/or Plans
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 who 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. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable

laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

- 20. Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
- 21. Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
- 22. Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
- 23. Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
- 24. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
- 25. Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1.0 The intent of these specifications is to describe high quality services and related O.E.M. replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies.

2.0 GENERAL CONTRACT SPECIFICATIONS

2.1 Manufacturing, Material and Design Practices

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

2.2 Specification Variances

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The City of Sacramento reserves the right to waive minor variation(s) if in the opinion of the Procurement Services Manager the items offered meet the general intent of these specifications.

2.3 Manufacturer's Standard Equipment

- a. All items and components listed as standard by the manufacturer for items quoted shall be furnished whether or not such items are detailed herein. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.
- b. The City will not accept any part, component or system which is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categoric descriptions, shall not be acceptable. All parts and components offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

2.4 Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation.
- b. State of California Motor Vehicle Code.
- c. Society of Automotive Engineering Standards.
- d. American Society of Mechanical Engineers (A.S.M.E.).

3.0 GENERAL CONTRACT PROVISIONS

3.1 Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

3.2 Pick Up and Delivery

The successful bidder shall provide pickup and delivery service as requested to the City of Sacramento Corporation Yard South, 5730-24th Street, Meadowview Service Center, 2812 Meadowview Road, Rooney Police Facility, 5303 Franklin Boulevard, Kinney Police Facility, 3550 Marysville Boulevard, North Area Corporation Yard (NACY), 918 Del Paso Road and other sites as required. Pick up and deliveries shall be free of charge, and there shall be no minimum order required.

All deliveries or shipments under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the bidder's name, the City's purchase order number, the date of order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

3.3 F.O.B.

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

3.4 Contract Period

Any contract(s) resulting from this bid shall be effective for a period of five (5) years from the date of award by City Council.

3.5 Prices

- a. The prices quoted to the City shall be as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.
- c. Price sheets or CD-ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.
- d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.6 Price Adjustment

Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Item 3.11. The discount from commercial or fleet retail pricing shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Note: A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

All requests for price adjustments must be submitted in writing prior the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

3.7 Conference (Pre-Award)

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

3.8 Evaluation (Inspection)

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

3.9 Warranty (Commercial)

- a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.
- d. Bidder shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed \$98.00 per hour.

3.10 Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

3.11 Contract Representative

During performance of the contract, the City will be represented by Jonathon Yee, telephone (916) 808-6289.

3.12 Payment and Invoicing

- a. Invoices shall be mailed or delivered to City of Sacramento, Fleet Management Division, 5730-24th Street Bldg. 1, Sacramento, CA 95822-3699.
- b. One invoice shall be sent to each shop weekly for all services performed and parts delivered during the billing week. The weekly invoice shall list each delivery tag with a subtotal for taxable and non taxable items. All invoices shall include City purchase order number.
- c. If invoices are incorrectly priced, the City shall notify the vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

3.13 Payment Terms

- a. Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.
- b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions)

3.14 Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

3.15 Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS**C. TECHNICAL SPECIFICATIONS**

4.0 General Requirements

- a. The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and local regulations.
- b. All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.
- c. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- d. The bidder shall be an established and factory authorized O.E.M. parts dealer and/or service center by the manufacturer for which they are bidding.

4.1 Repair Service Requirements

- a. The quoted labor rate will be used to perform all repairs to City vehicles/equipment.
- b. All repairs performed shall be completed at the quoted labor rate and in addition, parts used for repairs shall be priced in accordance with the parts discount quoted in this bid.
- c. Prior to the commencement of any work or repairs on City equipment, vendor shall provide a written estimate to the City for the requested or recommended repairs. Approval from an authorized representative of the City must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the City must be obtained prior to work being completed. The City will not be responsible for the costs associated with any unauthorized repairs.
- d. All work shall be inspected by a representative of the City for proper completion and correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the vendor shall, at their expense, make the necessary corrections.
- e. It shall be the responsibility of the vendor to pick up and deliver vehicles/equipment for warranty and repair services. This service shall be provided at no additional charge to the City.
- f. The City may consider and allow on-site repairs/services when appropriate.

4.2 Parts Requirements

- a. All items provided under this agreement shall be original equipment manufacturer (O.E.M.) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.
- b. The bidder shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3)

BID NO. B11131061010

hours of order; or shipped within the same business day if available and vendor's inventory location is not within the greater Sacramento region. Stock orders shall be delivered within two (2) working days of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

- c. If the vendor does not have the required part(s) in stock, vendor personnel shall determine if the City's need is immediate. If the successful bidder does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.
- d. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.
- e. The successful bidder agrees to accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

BID NO. B11131061010

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated 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. 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 Procurement Division, at (916) 808-6747.

A. 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** – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO** -Our firm submitting 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 _____.

B. 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** - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO** - Our firm 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: _____.

2. 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:

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

If the answer to Question above is "Yes":

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

9650 AUTO CENTER DR.
ELK GROVE, CA 95757

Specify: fixed office location or distribution point(s): _____

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

3. 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.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

ELK GROVE, CA
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Maita Chevrolet
 Address: 9650 AUTO CENTER DR. ELK GROVE, CA 95757

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 as Exhibit F.
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

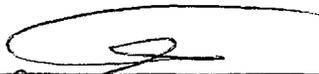
Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

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) refuse 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 of Authorized Representative

2-21-11

Date

TOM CRASE

Print Name

PARTS + SERVICE DIRECTOR

Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing the City of Sacramento with high quality O.E.M. services and related replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.

Parts Discounts offered in the table below shall be stated as a percentage less than the Manufacturer's commercial or fleet retail pricing.

Labor rates offered in the table below shall be stated as the hourly shop labor rate for all repairs and shall include all fees and surcharges. No additional fees and surcharges are allowed and no allowances will be made for after hours or overtime labor.

To calculate extension cost for parts, bidders shall multiply the discount percentage offered times the estimated value/quantity and reduce the bid cost by the calculated discount. To calculate extension cost for services, bidders shall multiply the estimated value/quantity by the proposed labor rate.

Item	Value/Qty.	Description	Parts Discount / Labor Rate	Extension
1	\$75,000	Cummins parts	%	\$
2	2000 hrs	Cummins repair services	\$	\$
3	\$20,000	Chevrolet/GMC parts	27 %	\$ 20,000
4	1000 hrs	Chevrolet/GMC repair services	\$ 95 ⁰⁰ HR*	\$ 95,000
5	\$75,000	Pierce fire apparatus parts	%	\$
6	2000 hrs	Pierce fire apparatus repair services	\$	\$
7	\$80,000	BMW Motorcycle Parts	%	\$
8	1000 hrs	BMW Motorcycle repair services	\$	\$
9	\$100,000	Heil refuse body parts	%	\$
10	2500 hrs	Heil refuse body repair services	\$	\$

Bidder must attach the most current price sheet/schedule(s) from the manufacturer or submit a CD/ROM, listing all O.E.M. parts available and the manufacturers list price.

Price List Identification and date of publication _____

Price List Identification and date of publication _____

**PRICE INCLUDES VEHICLE PICKUP/DELIVERY TO DEALERSHIP*



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Apr. 5

General Information

Type: Commodity

CHANGE: None CH #:

\$ Not to Exceed: \$ 600,000.00

Original Contract Number:

Original Contract Amount:

Contractor: Ozzie's BMW Center

Project Name: O.E.M. Parts and Services

Project Number:

Bid Transaction #: B11131061010

E/SBE-DBE-M/WBE: ~~NO~~ YES

Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr: *CRAG LYMUS*

Phone Number: x6343

Org Number: 13001611

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	3/10/11
Accounting:	—	—
Contract Services:	—	—
Supervisor:	<i>CL</i>	3/10/11
Division Manager:	<i>MR</i>	3/10/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>KCB</i>	3/10/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RS</i>	3/17/11
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

For City Clerk Processing

Finalized:
Initial: _____ Date: _____

Imaged:
Initial: _____ Date: _____

Resolution No: (If Applicable) _____

Contract No:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/11/11

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR
FEDERATED SERVICE INSURANCE COMPANY

INSURED

OZZIES BMW CENTER
OZZIE AUER DBA
2438 COHASSET RD
CHICO CA 95926

327-507-0

COMPANY B
COMPANY C
COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PRCT				GENERAL AGGREGATE \$ PRODUCTS, COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one time) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	9812674	02/01/11	02/01/12	AUTO ONLY - EA ACCIDENT \$ 500,000 OTHER THAN AUTO ONLY: EACH ACCIDENT \$ 500,000 AGGREGATE \$ 1,000,000								
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9812675	02/01/11	02/01/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNER, EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="0"> <tr> <td>WE STATU- TORY LIMITS</td> <td>OTH TR</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYE</td> <td>\$</td> </tr> </table>	WE STATU- TORY LIMITS	OTH TR	EL EACH ACCIDENT	\$	EL DISEASE - POLICY LIMIT	\$	EL DISEASE - EA EMPLOYE	\$
WE STATU- TORY LIMITS	OTH TR												
EL EACH ACCIDENT	\$												
EL DISEASE - POLICY LIMIT	\$												
EL DISEASE - EA EMPLOYE	\$												
	OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR
 GARAGE LIABILITY.
 ADDITIONAL INSURED ALSO INCLUDES THE CITY OF SACRAMENTO
 ITS OFFICIALS EMPLOYEES AND VOLUNTEERS.

OCCURRENCE FORM

CERTIFICATE HOLDER

3275070

CITY OF SACRAMENTO
% EBIX BPO
PO BOX 257 REF #106-2334378
PORTLAND MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey S. Foster
PRESIDENT

Federated Internal Copy - fonts and format may vary from original

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE PART

INSURED:

OZZIES BMW CENTER
*OZZIE AUER DBA
2438 COHASSET RD
CHICO CA 95926

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE MAINTENANCE AGREEMENT FOR THE CITY OF SACRAMENTO. ADDITIONAL INSURED ALSO INCLUDES THE CITY OF SACRAMENTO ITS OFFICIALS EMPLOYEES AND VOLUNTEERS.

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Additional Insured Name and Address:

BS

CITY OF SACRAMENTO
%EBIX BPO
PO BOX 257 REF #106-Z334378
PORTLAND MI 48875

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Ozzies BMW Center

CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B11131061010

INVITATION FOR BID And Contract Specifications

FOR: Original Equipment Manufacturer (O.E.M.) Parts and Services for BMW Motorcycles, Light and Heavy Duty Vehicles and Equipment

Bids Must Be Received Prior To 2:00 P.M. on February 23, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference: N/A
Mandatory: [] Yes
 [] No

BID BOND SECURITY
 Properly Signed Improperly Signed
 Not Included Not Required
Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ Initial: VE

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Ozzies BMW Center
Address: 2438 Cohasset Rd
City, State, Zip Code: Chico CA 95926
Phone Number: 530 345 4462
Email Address: ozziesbmw@msn.com

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061010
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "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 **FAX your response to the Procurement Services office at (916) 808-5747**. If you have questions, please call the Procurement Office at (916) 808-6240. 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 and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can 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)

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Submittals.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on February 23, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: [] Required [X] Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

Technical Questions
Fleet Management Division
Attention: Jonathon Yee
Email: jjyee@cityofsacramento.org
Phone: (916) 808-6289

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

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

- 15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
 - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
 20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
 21. **Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. 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 through 3.60.560 of the Sacramento City Code are available at <http://www.qcode.us/codes/sacramento/>

24. City of Sacramento Boycott of Arizona-Headquartered-Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B11131061010

FOR SERVICES/SUPPLIES: Original Equipment Manufacturer (O.E.M.) Parts and Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Ozzie's BMW Center
ADDRESS: 2438 Cohasset Rd Chico CA 95926
PHONE #: 530 3454462 FAX #: 530 3451246 E-MAIL: ozzie'sbmw@msn.com
STATE TAX I.D. #: SRMHB 29 654444 FED. TAX I.D. #: 94-1057184
City of Sacramento Business Operation Tax Certificate #: 143949
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Oswald G Auer
PRINT NAME: Oswald Auer
TITLE: Owner

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 2.23.11

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify:

~~HWAS~~ ^{Wells} 7: 8

Contract Not-to-Exceed Amount: \$ 600,000.-

Award Date: 4.5.11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Kourtney B. Boudrick

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

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

ATTACHMENT A



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

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

(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,

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- 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 B



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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th St., Bldg.1
Sacramento, CA 95822

- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS**A. GENERAL CONDITIONS****1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel 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. **Conflict 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, photostating, 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. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. 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.

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.

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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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 insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's 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 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:V. 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 Risk Management Division 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) 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 and/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 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.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

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 who 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. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable

laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1.0 The intent of these specifications is to describe high quality services and related O.E.M. replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies.

2.0 **GENERAL CONTRACT SPECIFICATIONS**

2.1 Manufacturing, Material and Design Practices

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

2.2 Specification Variances

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The City of Sacramento reserves the right to waive minor variation(s) if in the opinion of the Procurement Services Manager the items offered meet the general intent of these specifications.

2.3 Manufacturer's Standard Equipment

- a. All items and components listed as standard by the manufacturer for items quoted shall be furnished whether or not such items are detailed herein. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.
- b. The City will not accept any part, component or system which is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categoric descriptions, shall not be acceptable. All parts and components offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

2.4 Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation.
- b. State of California Motor Vehicle Code.
- c. Society of Automotive Engineering Standards.
- d. American Society of Mechanical Engineers (A.S.M.E.).

3.0 GENERAL CONTRACT PROVISIONS

3.1 Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

3.2 Pick Up and Delivery

The successful bidder shall provide pickup and delivery service as requested to the City of Sacramento Corporation Yard South, 5730-24th Street, Meadowview Service Center, 2812 Meadowview Road, Rooney Police Facility, 5303 Franklin Boulevard, Kinney Police Facility, 3550 Marysville Boulevard, North Area Corporation Yard (NACY), 918 Del Paso Road and other sites as required. Pick up and deliveries shall be free of charge, and there shall be no minimum order required.

All deliveries or shipments under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the bidder's name, the City's purchase order number, the date of order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

3.3 F.O.B.

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

3.4 Contract Period

Any contract(s) resulting from this bid shall be effective for a period of five (5) years from the date of award by City Council.

3.5 Prices

- a. The prices quoted to the City shall be as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.
- c. Price sheets or CD/ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.
- d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.6 Price Adjustment

Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Item 3.11. The discount from commercial or fleet retail pricing shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Note: A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

All requests for price adjustments must be submitted in writing prior the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

3.7 Conference (Pre-Award)

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

3.8 Evaluation (Inspection)

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

3.9 Warranty (Commercial)

- a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.
- d. Bidder shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed \$98.00 per hour.

3.10 Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

3.11 Contract Representative

During performance of the contract, the City will be represented by Jonathon Yee, telephone (916) 808-6289.

3.12 Payment and Invoicing

- a. Invoices shall be mailed or delivered to City of Sacramento, Fleet Management Division, 5730-24th Street Bldg. 1, Sacramento, CA 95822-3699.
- b. One invoice shall be sent to each shop weekly for all services performed and parts delivered during the billing week. The weekly invoice shall list each delivery tag with a subtotal for taxable and non taxable items. All invoices shall include City purchase order number.
- c. If invoices are incorrectly priced, the City shall notify the vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

3.13 Payment Terms

- a. Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.
- b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions)

3.14 Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

3.15 Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS

4.0 General Requirements

- a. The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and local regulations.
- b. All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.
- c. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- d. The bidder shall be an established and factory authorized O.E.M. parts dealer and/or service center by the manufacturer for which they are bidding.

4.1 Repair Service Requirements

- a. The quoted labor rate will be used to perform all repairs to City vehicles/equipment.
- b. All repairs performed shall be completed at the quoted labor rate and in addition, parts used for repairs shall be priced in accordance with the parts discount quoted in this bid.
- c. Prior to the commencement of any work or repairs on City equipment, vendor shall provide a written estimate to the City for the requested or recommended repairs. Approval from an authorized representative of the City must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the City must be obtained prior to work being completed. The City will not be responsible for the costs associated with any unauthorized repairs.
- d. All work shall be inspected by a representative of the City for proper completion and correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the vendor shall, at their expense, make the necessary corrections.
- e. It shall be the responsibility of the vendor to pick up and deliver vehicles/equipment for warranty and repair services. This service shall be provided at no additional charge to the City.
- f. The City may consider and allow on-site repairs/services when appropriate.

4.2 Parts Requirements

- a. All items provided under this agreement shall be original equipment manufacturer (O.E.M.) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.
- b. The bidder shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3)

hours of order; or shipped within the same business day if available and vendor's inventory location is not within the greater Sacramento region. Stock orders shall be delivered within two (2) working days of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

- c. If the vendor does not have the required part(s) in stock, vendor personnel shall determine if the City's need is immediate. If the successful bidder does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.
- d. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.
- e. The successful bidder agrees to accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated 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. 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 Procurement Division, at (916) 808-6747.

A. 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** – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO** -Our firm submitting 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
31538

B. 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** - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO** - Our firm 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: _____

2. 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:

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

If the answer to Question above is "Yes":

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

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 143949

3. 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.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

CALIFORNIA
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Ozzies BMW Center

Address: 2438 Cohasset Rd Chico CA 95926

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 as Exhibit F.
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) refuse 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.

Oswald G. Auer
Signature of Authorized Representative

2/11/11
Date

Oswald Auer
Print Name

Owner
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing the City of Sacramento with high quality O.E.M. services and related replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.

Parts Discounts offered in the table below shall be stated as a percentage less than the Manufacturer's commercial or fleet retail pricing.

Labor rates offered in the table below shall be stated as the hourly shop labor rate for all repairs and shall include all fees and surcharges. No additional fees and surcharges are allowed and no allowances will be made for after hours or overtime labor.

To calculate extension cost for parts, bidders shall multiply the discount percentage offered times the estimated value/quantity and reduce the bid cost by the calculated discount. To calculate extension cost for services, bidders shall multiply the estimated value/quantity by the proposed labor rate.

Item	Value/Qty.	Description	Parts Discount / Labor Rate	Extension
1	\$75,000	Cummins parts	%	\$
2	2000 hrs	Cummins repair services	\$	\$
3	\$20,000	Chevrolet/GMC parts	%	\$
4	1000 hrs	Chevrolet/GMC repair services	\$	\$
5	\$75,000	Pierce fire apparatus parts	%	\$
6	2000 hrs	Pierce fire apparatus repair services	\$	\$
7	\$80,000	BMW Motorcycle Parts	%	\$
8	1000 hrs	BMW Motorcycle repair services	\$ 72	\$ 72000
9	\$100,000	Heil refuse body parts	%	\$
10	2500 hrs	Heil refuse body repair services	\$	\$

Bidder must attach the most current price sheet/schedule(s) from the manufacturer or submit a CD/ROM, listing all O.E.M. parts available and the manufacturers list price.

Price List Identification and date of publication Available online only

Price List Identification and date of publication _____



CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

04/77 SR-MBR-29-854444

Ozzie's BMW Center
Oswald G. Auer
2438 Cobasset
Chico, CA 95926

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

STATE BOARD OF EQUALIZATION

THIS PERMIT IS VALID UNTIL REVOKED OR
CANCELLED. BUT IS NOT TRANSFERABLE.

BT-442-R REV. 7 (4-78)



MAY CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH ISSUED

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

143949

143949

Business Name OZZIE'S BMW CENTER
Business Address 2438 COHASSET RD
Owner OSWALD G AUER
Type of Business MOTORCYCLE DEALER
Tax Classification 401

FROM TO
Mo. Day Yr. Mo. Day Yr.
10/01/2010 09/30/2011

CITY OF SACRAMENTO
Expires

OZZIE'S BMW CENTER
2438 COHASSET RD
CHICO, CA 95926

VOID
PAID
IF NOT
VALIDATED

TOTAL
PAID: \$72.00

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).



CITY OF SACRAMENTO, CALIFORNIA
OFFICE OF SMALL BUSINESS

EMERGING AND SMALL BUSINESS DEVELOPMENT PROGRAM

SMALL BUSINESS CERTIFICATION

IN EFFECT THIS DATE: FEBRUARY 17, 2011

OZZIE'S BMW CENTER

IS GRANTED AS A SMALL BUSINESS ENTERPRISE

CITY CERTIFICATION NUMBER: 31538

EXPIRATION: 2/17/14

The City of Sacramento defines a Small Business Enterprise (SBE) as a commercially functioning firm that is independently owned and operated, not dominant in its field of operations, has its principal office located in California, has its owners and officers (including all direct and indirect ownership with its affiliates, leasehold, service, construction, or non-manufacturer that has 100 or fewer employees, with average annual gross receipts not exceeding twelve million dollars (\$12,000,000) over the previous three (3) tax years, or a manufacturer that has 100 or fewer employees. In addition to meeting eligibility requirements for a SBE, an Emerging Business Enterprise (EBE) classification is based on the firm's total gross receipts over a three (3) year period, within defined industry specific thresholds.

**CONGRATULATION ON YOUR EFFORTS TO CONDUCT BUSINESS WITH THE CITY
AND PARTICIPATE IN THE LOCAL ECONOMIC DEVELOPMENT OF OUR REGION.**

THIS CERTIFICATE ISSUED BY:

ECONOMIC DEVELOPMENT DEPARTMENT

215 STREET SACRAMENTO, CA 95811

(916) 808-7223 FAX: CITY OF SACRAMENTO, OFFICE OF ECONOMIC DEVELOPMENT

NORMAN JAMES
CERTIFYING OFFICER



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Apr. 5

General Information

Type: Commodity

CHANGE: None CH #:

\$ Not to Exceed: \$ 600,000.00

Original Contract Number:

Original Contract Amount:

Contractor: A & S Motorcycle Parts, Inc.

Project Name: O.E.M. Parts and Services

Project Number:

Bid Transaction #: B11131061010

E/SBE-DBE-M/WBE: No

Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr: CRAIG Lymus

Phone Number: x6343

Org Number: 13001611

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	3.10.11
Accounting:	—	—
Contract Services:	—	—
Supervisor:	<i>CL</i>	3/10/11
Division Manager:	<i>CL</i>	3/10/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>VCS</i>	3/10/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RS</i>	3/17/11
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

For City Clerk Processing

Finalized:
Initial: _____ Date: _____

Imaged:
Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

A + S Motorcycle



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B11131061010

INVITATION FOR BID And Contract Specifications

FOR: Original Equipment Manufacturer (O.E.M.) Parts and Services for BMW Motorcycles, Light and Heavy Duty Vehicles and Equipment

Bids Must Be Received Prior To 2:00 P.M. on February 23, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference: N/A
Mandatory: [] Yes
 [] No

BID BOND SECURITY
 Properly Signed Improperly Signed
 Not Included Not Required
Type of Deposit
 Bid Bond Cashier/Certified Check
Other _____ Initial: VE
BID BOND SECURITY

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: A + S MOTORCYCLE PARTS INC.
Address: 1125 A ORLANDO AVE.
City, State, Zip Code: ROSEVILLE, CA 95661
Phone Number: 916-726-7334
Email Address: TIM@ASCYCLES.COM

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061010
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BID NO. B11131061010

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "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 **FAX your response to the Procurement Services office at (916) 808-5747**. If you have questions, please call the Procurement Office at (916) 808-6240. 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 and/or small business enterprise (E/SBE):
(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Submittals.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on February 23, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
10. **Faithful Performance Bond.** A faithful performance bond is: [] Required [X] Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

Technical Questions
Fleet Management Division
Attention: Jonathon Yee
Email: jjyee@cityofsacramento.org
Phone: (916) 808-6289

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

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

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

BID NO. B11131061010

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
 20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
 21. **Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. 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 through 3.60.560 of the Sacramento City Code are available at <http://www.qcode.us/codes/sacramento/>

24. City of Sacramento Boycott of Arizona-Headquartered-Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B11131061010

FOR SERVICES/SUPPLIES: Original Equipment Manufacturer (O.E.M.) Parts and Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: A+S Motorcycle Parts Inc.
ADDRESS: 1125 Orlando Ave Roseville CA 95661
PHONE #: 916 726 7334 FAX #: 916 726 3563 E-MAIL: jim@ascycles.com
STATE TAX I.D. #: SRKHA28733148 FED. TAX I.D. #: 942851476
City of Sacramento Business Operation Tax Certificate #: 151262
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
Other (please specify: _____)

BY: (signature of authorized person) Randy Felice
PRINT NAME: Randy Felice
TITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 2.23.11

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: Items 7 and 8

Contract Not-to-Exceed Amount: \$ 400,000.

Award Date: 4.5.11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Forrest C. Bowler

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



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

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

(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,

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- 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 B



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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th St., Bldg. 1
Sacramento, CA 95822

- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION II
CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel 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. **Conflict 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, photostating, 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. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. 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.

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.

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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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 insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's 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 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:V. 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 Risk Management Division 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) 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 and/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 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.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

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 who 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. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable

laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1.0 The intent of these specifications is to describe high quality services and related O.E.M. replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies.

2.0 GENERAL CONTRACT SPECIFICATIONS

2.1 Manufacturing, Material and Design Practices

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

2.2 Specification Variances

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The City of Sacramento reserves the right to waive minor variation(s) if in the opinion of the Procurement Services Manager the items offered meet the general intent of these specifications.

2.3 Manufacturer's Standard Equipment

- a. All items and components listed as standard by the manufacturer for items quoted shall be furnished whether or not such items are detailed herein. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.
- b. The City will not accept any part, component or system which is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categoric descriptions, shall not be acceptable. All parts and components offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

2.4 Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation.
- b. State of California Motor Vehicle Code.
- c. Society of Automotive Engineering Standards.
- d. American Society of Mechanical Engineers (A.S.M.E.).

3.0 GENERAL CONTRACT PROVISIONS

3.1 Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

3.2 Pick Up and Delivery

The successful bidder shall provide pickup and delivery service as requested to the City of Sacramento Corporation Yard South, 5730-24th Street, Meadowview Service Center, 2812 Meadowview Road, Rooney Police Facility, 5303 Franklin Boulevard, Kinney Police Facility, 3550 Marysville Boulevard, North Area Corporation Yard (NACY), 918 Del Paso Road and other sites as required. Pick up and deliveries shall be free of charge, and there shall be no minimum order required.

All deliveries or shipments under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the bidder's name, the City's purchase order number, the date of order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

3.3 F.O.B.

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

3.4 Contract Period

Any contract(s) resulting from this bid shall be effective for a period of five (5) years from the date of award by City Council.

3.5 Prices

- a. The prices quoted to the City shall be as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.
- c. Price sheets or CD-ROM listing prices shall be included with the bid, if available. These discounts and price sheets shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. In the event that there is a conflict or discrepancy between the pricing of any items listed on the bid sheet or the stated discount the City will refigure bidders bid using the price sheet(s) provided and the discount stated in the bid.
- d. Any manufacturer incentives that reduce vendor net cost shall be passed along to the City.

3.6 Price Adjustment

Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. Adjustments will not be allowed until the updated list is delivered to the Contract Representative, listed in Item 3.11. The discount from commercial or fleet retail pricing shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Note: A 5% maximum labor price increase may be considered for services on the contract anniversary date, shall be based on the prior year pricing and shall remain in effect until the next contract anniversary date. Justification and/or proof of labor cost increases (union contracts, etc.) shall be required upon the request of an increase for the cost of services.

All requests for price adjustments must be submitted in writing prior the end of each contract year, and shall be reviewed and approved in writing by the City's contract representative and the Procurement Services Division before such increases are applied.

3.7 Conference (Pre-Award)

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

3.8 Evaluation (Inspection)

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

3.9 Warranty (Commercial)

- a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.
- d. Bidder shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed \$98.00 per hour.

3.10 Modification of Contract

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

3.11 Contract Representative

During performance of the contract, the City will be represented by Jonathon Yee, telephone (916) 808-6289.

3.12 Payment and Invoicing

- a. Invoices shall be mailed or delivered to City of Sacramento, Fleet Management Division, 5730-24th Street Bldg. 1, Sacramento, CA 95822-3699.
- b. One invoice shall be sent to each shop weekly for all services performed and parts delivered during the billing week. The weekly invoice shall list each delivery tag with a subtotal for taxable and non taxable items. All invoices shall include City purchase order number.
- c. If invoices are incorrectly priced, the City shall notify the vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

3.13 Payment Terms

- a. Payment terms are net 30 days unless bidder otherwise quotes. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.
- b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.

Note: If a prompt payment discount is offered and the Invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions)

3.14 Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

3.15 Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS

4.0 General Requirements

- a. The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and local regulations.
- b. All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.
- c. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- d. The bidder shall be an established and factory authorized O.E.M. parts dealer and/or service center by the manufacturer for which they are bidding.

4.1 Repair Service Requirements

- a. The quoted labor rate will be used to perform all repairs to City vehicles/equipment.
- b. All repairs performed shall be completed at the quoted labor rate and in addition, parts used for repairs shall be priced in accordance with the parts discount quoted in this bid.
- c. Prior to the commencement of any work or repairs on City equipment, vendor shall provide a written estimate to the City for the requested or recommended repairs. Approval from an authorized representative of the City must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the City must be obtained prior to work being completed. The City will not be responsible for the costs associated with any unauthorized repairs.
- d. All work shall be inspected by a representative of the City for proper completion and correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the vendor shall, at their expense, make the necessary corrections.
- e. It shall be the responsibility of the vendor to pick up and deliver vehicles/equipment for warranty and repair services. This service shall be provided at no additional charge to the City.
- f. The City may consider and allow on-site repairs/services when appropriate.

4.2 Parts Requirements

- a. All items provided under this agreement shall be original equipment manufacturer (O.E.M.) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.
- b. The bidder shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3)

BID NO. B11131061010

hours of order; or shipped within the same business day if available and vendor's inventory location is not within the greater Sacramento region. Stock orders shall be delivered within two (2) working days of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

- c. If the vendor does not have the required part(s) in stock, vendor personnel shall determine if the City's need is immediate. If the successful bidder does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.
- d. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.
- e. The successful bidder agrees to accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

BID NO. B11131061010

SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: *Bidders must provide responses where indicated 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. 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 Procurement Division, at (916) 808-6747.

A. 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 – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting 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

_____.

B. 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 - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm 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: _____.

2. 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.

BID NO. B11131061010

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:

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

If the answer to Question above is "Yes":

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

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 151262

3. 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.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0%

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

California
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: A+S Motorcycle Parts Inc
 Address: 1125 Orlando Ave, Roseville CA 95661

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 as Exhibit F.
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) refuse 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 of Authorized Representative

7/22/11

 Date

Randy Felice

 Print Name

President

 Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing the City of Sacramento with high quality O.E.M. services and related replacement parts for Cummins engines, Chevrolet vehicles, Pierce fire apparatus, BMW Police Motorcycles and Heil refuse bodies as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Estimated annual expenditures and quantities listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.

Parts Discounts offered in the table below shall be stated as a percentage less than the Manufacturer's commercial or fleet retail pricing.

Labor rates offered in the table below shall be stated as the hourly shop labor rate for all repairs and shall include all fees and surcharges. No additional fees and surcharges are allowed and no allowances will be made for after hours or overtime labor.

To calculate extension cost for parts, bidders shall multiply the discount percentage offered times the estimated value/quantity and reduce the bid cost by the calculated discount. To calculate extension cost for services, bidders shall multiply the estimated value/quantity by the proposed labor rate.

Item	Value/Qty.	Description	Parts Discount / Labor Rate	Extension
1	\$75,000	Cummins parts	%	\$
2	2000 hrs	Cummins repair services	\$	\$
3	\$20,000	Chevrolet/GMC parts	%	\$
4	1000 hrs	Chevrolet/GMC repair services	\$	\$
5	\$75,000	Pierce fire apparatus parts	%	\$
6	2000 hrs	Pierce fire apparatus repair services	\$	\$
7	\$80,000	BMW Motorcycle Parts	<i>see Attached 10 %</i>	<i>\$ 72,000⁰⁰</i>
8	1000 hrs	BMW Motorcycle repair services	<i>\$ 90.42</i>	<i>\$ 90,420⁰⁰</i>
9	\$100,000	Heil refuse body parts	%	\$
10	2500 hrs	Heil refuse body repair services	\$	\$

Bidder must attach the most current price sheet/schedule(s) from the manufacturer or submit a CD/ROM, listing all O.E.M. parts available and the manufacturers list price.

Price List Identification and date of publication BMW Pricebook 2011.02.xls 2/27/2011

Price List Identification and date of publication _____



A&S POWERSPORTS

IT'S ABOUT THE RIDE!

1125 Orlando Ave.
Roseville, CA 95661

(800) 689-9893
(916) 726-7334
(916) 726-3563 Fax
Web Site: www.ascycles.com

2/23/2011

Kirk Vincent
A&S Motorcycle Parts Inc.
1125A Orlando Ave
Roseville, CA 95661

To Whom It May Concern:

REF: City of Sacramento Bid Proposal for Parts Purchase Agreement

- Ten percent (10%) discount on all BMW parts and accessories.
- Discount is applied from BMW M.S.R.P. (Manufacture Suggested Retail Pricing).
- BMW "M.S.R.P" pricing is subject to change without notice.
- Current "Clearance" or "Sale Price" parts and accessories are **excluded** from ten percent parts discount
- Oil change specials are **excluded** from ten percent parts discount

Sincerely,

Kirk Vincent / Parts Manager

A&S Motorcycle Parts Inc.\
1125 Orlando Ave
Roseville, Ca 95661

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/23/11

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED

A & S MOTORCYCLE PARTS INC
1125 ORLANDO AVE
ROSEVILLE CA 95661

312/025-0

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTOR'S PROF	631448	06/01/10	06/01/11	GENERAL AGGREGATE \$ 1,000,000
	PRODUCTS COMP/OP AGG \$ 1,000,000				
					PERSONAL & ADV INJURY \$ 500,000
					EACH OCCURRENCE \$ 500,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS BOHEMIAN AUTOS HIRED AUTOS NON-OWNED AUTOS				COVERED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	631448	06/01/10	06/01/11	AUTO ONLY - EA ACCIDENT \$ 500,000
					OTHER THAN AUTO ONLY: EACH ACCIDENT \$ 500,000 AGGREGATE \$ 1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	631449	06/01/10	06/01/11	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS AND: OTHER				WC STATUTORY LIMITS: GEN. REL. \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR GARAGE LIABILITY.

ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS.

INCLUDED AS ADDITIONAL INSUREDS ARE THE CITY OF SACRAMENTO.

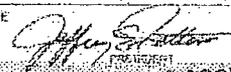
CERTIFICATE HOLDER

CITY OF SACRAMENTO
DEPT OF ADMIN SERVICES
RISK MANAGEMENT DIVISION
915 I STREET 4TH FLOOR
SACRAMENTO CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



GA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE PART

INSURED:

A & S MOTORCYCLE PARTS INC
1125 ORLANDO AVE
ROSEVILLE CA 95661

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

INSUREDS SERVICE WORK AND PART REPLACEMENT ON
MOTORCYCLES FOR THE CITY, CITY OF SACRAMENTO ITS
OFFICIALS EMPLOYEES AND VOLUNTEERS ARE LISTED AS
ADDITIONAL INSURED.

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Additional Insured Name and Address:

CITY OF SACRAMENTO
DEPT OF ADMIN SERV RISK MGMT
DIV
915 I STREET 4TH FLOOR
SACRAMENTO CA 95814

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CA-F-75 (05-92)

Policy Number: 0631448

Transaction Effective Date: 01-10-2011