



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

15

Meeting Date: 7/12/2011

Report Type: Consent

Title: Contract: Utility Service Bodies

Report ID: 2011-00591

Location: Citywide

Recommendation: Adopt a Resolution: 1) awarding a five-year contract to Diamond Truck Body Manufacturing, Inc. for the purchase and installation of utility service bodies in an amount not to exceed \$2 million for the five year period; and 2) authorizing the Interim City Manager or the Interim City Manager's designee to execute the contract specified above.

Contact: Marc Robles, Program Analyst, (916) 808-6343; Craig Lymus, (916) 808-5524, Acting Procurement Manager, General Services Department

Presenter: None

Department: General Services Dept

Division: Procurement Services Admin

Dept ID: 13001061

Attachments:

- 1-Description/Analysis
- 2-Attachment 1 bid results
- 3-Resolution
- 4-Exhibit A Contract with Diamond Truck Body

City Attorney Review

Approved as to Form
Lan Wang
7/5/2011 8:53:28 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
6/23/2011 11:45:23 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 6/30/2011 4:17:49 PM

Assistant City Manager: Cassandra Jennings - 7/1/2011 2:14:42 PM



Description/Analysis

Issue: In support of City departments and core operations, the Department of General Services, Fleet Management Division, has an ongoing need to purchase and install utility service bodies for City vehicles. Utility service bodies are specialized truck bodies designed to carry the equipment necessary to perform various maintenance tasks on City infrastructure. They are installed on truck chassis that are either purchased without truck beds or that have had the truck beds removed for the purpose of installing a utility service body.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Environmental Considerations: California Environmental Quality Act (CEQA): The current proposal involves the purchase of utility service bodies. Continuing purchases of utility service bodies are not a 'project' and are not subject to CEQA, in accordance with Section 15378(b)(2) of the CEQA Guidelines. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability: None

Commission/Committee Action: Not applicable

Rationale for Recommendation: In support of City departments and core operations, the Department of General Services, Fleet Management Division, has an ongoing need to purchase utility service bodies for City vehicles.

On May 23, 2011, Procurement Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid (IFB) No. B11131061015 for the purchase and installation of utility service bodies. Diamond Truck Body Manufacturing, Inc. was the only company to respond to the IFB and is therefore the lowest responsive and responsible bidder. The bid results are contained in Attachment 1.

Financial Considerations: Sufficient funds are available in the Department of General Services FY2011/12 operating budget (Fleet Fund, Fund 6501) to purchase utility service bodies through June 30, 2012. Purchases made after June 30, 2012 are subject to funding availability in the adopted budget of the applicable fiscal year(s). Pricing for the first year of the contract will be at the original bid price. Price increases are capped at a maximum of four percent for each year of the contract. Annual estimated expenditures are shown in the following table:

Vendor	Year 1 Estimate	Year 2 Estimate	Year 3 Estimate	Year 4 Estimate	Year 5 Estimate	Total Contract Amount
Diamond Truck Body Mfg., Inc.	\$300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$2,000,000

Emerging Small Business Development (ESBD): Diamond Truck Body Manufacturing, Inc. is certified with the City as an emerging/small business firm.



Back to Table
of Contents

BID RESULTS - BID NO. B11131061015

Bidders:	Diamond Truck Body Mfg., Inc.
Category I Utility Beds	\$370,168.94
Category II Flatbeds	\$181,752.80
Category III Additional Work Labor	\$10,000.00
Sub Total	\$561,921.74
5% E/SBE Preference	(\$28,096.09)
1% City Limit Preference	None
Prompt Payment Discount	(\$11,238.43)
Total Bid Evaluation	\$522,587.22

Award of Contract to: Diamond Truck Body Manufacturing, Inc.
1908 East Fremont Street
Stockton, CA 95205

Total Contract Amount: \$2,000,000⁽¹⁾

Number of E/SBE bids solicited: 2

Number of E/SBE responses: 1

Award to E/SBE Vendor: Yes

⁽¹⁾The total bid evaluation amount represents the total for the quantities selected for evaluation purposes only, which was calculated on historic annual expenditures. Authorization is requested to enter into contract in a total amount not to exceed \$2 million, which anticipates cost increases and more closely reflects the actual amount anticipated to be expended overall for the potential five year period.



RESOLUTION NO. 2011-XXXX

Adopted by the Sacramento City Council

July 12, 2011

AWARD OF CONTRACT FOR THE PURCHASE OF UTILITY SERVICE BODIES

BACKGROUND

- A. In support of City departments and core operations, the Department of General Services, Fleet Management Division, has an ongoing need to purchase utility service bodies for City vehicles.
- B. On May 23, 2011, Procurement Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid (IFB) No. B11131061015 for the purchase and installation of utility service bodies. Diamond Truck Body Manufacturing, Inc. was the only company to respond to the IFB and is therefore the lowest responsive and responsible bidder.

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

- Section 1. Diamond Truck Body Manufacturing, Inc. is awarded a five-year contract for the purchase and installation of utility service bodies in a total amount not to exceed \$2,000,000 for the five year period.
- Section 2. The Interim City Manager or the Interim City Manager's designee is authorized to execute the contract. Sufficient funds are available in the FY2011/12 operating budget for the first year of the contract and funds will be available for future years of the contract pending the annual budget adoption process.

Table of Contents:

Exhibit A: Contract with Diamond Truck Body Manufacturing, Inc.



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: July 12

General Information

Type: Commodity

CHANGE: None

CH #:

\$ Not to Exceed: \$ 2,000,000.00

Original Contract Number:

Original Contract Amount:

Contractor: Diamond Truck Body Manufacturing, Inc.

Project Name: Utility Service Bodies

Project Number:

Bid Transaction #: B11131061015

E/SBE-DBE-M/WBE: Yes



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>	6-8-11
Accounting:	-	
Contract Services:		
Supervisor:	<i>CL</i>	6/8/11
Division Manager:	<i>CL</i>	6/8/11

City Attorney	Signature or Initial	Date
City Attorney:	<i>AW</i>	6/15/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>RS</i>	6/20/11
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:

Diamond Truck Body



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B11131061015

INVITATION FOR BID And Contract Specifications

FOR: Utility Services Bodies

Bids Must Be Received Prior To 2:00 P.M. on May 25, 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: _____

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

Name of Bidder: Diamond Truck Body mfb Inc
Address: 1908 EAST Fremont St
City, State, Zip Code: Stockton CA 95205
Phone Number: 209-943-1655
Email Address: mike@diamondtruckbody.com

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061015
TABLE OF CONTENTS**

Document Title	Page No. or N/A
SECTION I - REQUIREMENTS	
A. "No Bid" Response Form	4
B. Bid Instructions and Requirements	5
C. Bid Signature Page	9
D. Equal Benefits Ordinance (EBO) Requirements	11
SECTION II – CONTRACT DOCUMENTS	
A. General Conditions	16
B. Special Provisions	26
C. Technical Specifications	31
SECTION III – BIDDER RESPONSE DOCUMENTS	
A. Items Requiring Bidder Response	38
B. Submittals Required Prior to Start of Contract	40
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	41
D. Pricing Schedule	43

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. **VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPIES OF THIS 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, May 25, 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: Rowie Sizemore
Email: rsizemore@cityofsacramento.org
Phone: (916) 808-6398

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. B11131061015

FOR SERVICES/SUPPLIES: Utility Service Bodies

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: Diamond Truck Body MFG Inc
ADDRESS: 1908 EAST Fremont St Stockton CA 95205
PHONE #: 209-943-1655 FAX #: 209-943-0805 E-MAIL: mike@diamondtruckbody.com
STATE TAX I.D. #: 97-780679 FED. TAX I.D. #: 68-0456877
City of Sacramento Business Operation Tax Certificate #: 140135
(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) Mike Wutzke
PRINT NAME: mike wutzke
TITLE: G.M

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 5.25.11.

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:

Contract Not-to-Exceed Amount: \$ 2,000,000.

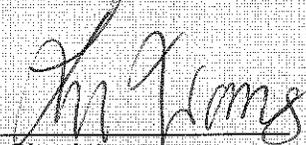
Award Date: 7.12.11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:



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

- (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

Manufacturing, Material and Design Practices

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit(s) will be subjected. Suspension, wheels, tires and other component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

Heavy Duty defined

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

Specification Variances

If any of the equipment bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Sacramento reserves the right to waive minor variations if, in the opinion of the Fleet Management Division, the basic vehicle(s)/unit(s) meets the general intent of these specifications.

Manufacturer's Standard Equipment

All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks - adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.

Specifications on the following pages are written with intent to meet all applicable documents but the final certification to comply shall rest with the vendor and not the City of Sacramento. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules and regulations where it applies to items such as the ratings of axles, tires, wheels, brakes, batteries, cooling capacity, etc., and the City of Sacramento is to be notified thereof.

The City will not accept any part, component or system, which is not an established standard product of the bidding manufacturer except for new engine and fuel technology. 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 of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation

- b. State of California Motor Vehicle Code.
- c. State of California General Industrial Safety Orders.
- d. State of California Health and Safety Code, Motor Vehicle Pollution Control.
- e. California Occupational Safety and Health Act (O.S.H.A.)
- f. Society of Automotive Engineering Standards.
- g. American Society of Mechanical Engineers (A.S.M.E.)
- h. United States Environmental Protection Agency (USEPA).
- i. California Air Resources Board (CARB).

Brand Names

Whenever in the specifications any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words or "equivalent."

The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

Inspection

Vehicle/unit(s) shall 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 this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle(s)/unit(s), make the necessary corrections and redeliver the vehicle/unit(s) for re-inspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and operable. The Fleet Management Division shall be given a minimum of twenty-four (24) hours notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California, freight prepaid and allowed.

Contract Period

The contract shall be valid for a period of five (5) years from the date of award.

Warranty

- a. The body manufacturer shall provide a new body warranty for a period of no less than one (1) year. Warranty shall cover the entire body and appurtenance shall be free from workmanship and material defects. Manufacture/bidder shall agree to repair and/or replace all such defective material(s) for workmanship at no cost to the City.
- b. Warranty period shall start when vehicle(s) are placed in City service.
- c. A copy of manufacturer's warranty policy shall be delivered with each vehicle.
- d. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of \$98.00 per hour for pick up and delivery time involved.
- e. City of Sacramento shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.
- f. The bidder's facility shall be located within a 50-mile radius of the intersections of Highways 50, Business 80 and 99.

Award

The City reserves the right to reject any and all bids as the best interest of the City may require. Consideration will be given in comparing bids and in awarding a contract, not only to the amount of the proposal, but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City.

Guarantee

The manufacturer and/or dealer delivering the vehicle/unit(s) against these specifications shall guarantee that they meet the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.

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.

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Department of General Services, Fleet Management Division, 5730 24th Street, Building 1, Sacramento, CA 95822-3699.

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment 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. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Prices

- a. Prices are maximum for the first year of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City. The discount from commercial or fleet retail pricing shall remain the same for the full term of the contract.
- b. All prices quoted shall exclude Federal Excise Taxes. The City Of Sacramento is exempt.
- c. 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.

Note: A 4% maximum price increase may be allowed 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.

Pricing

- a. The prices quoted to the City shall be as low 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. Prices quoted on the bid sheets shall reflect the same discounts offered from the Bidder's current price list(s). For example, if the bidder is offering the City "dealer" or "jobber" prices, then all prices quoted shall be "dealer" or "jobber". If prices offered are "dealer" less 5% or "jobber" plus 5%, then all prices quoted shall be "dealer" less 5% or "jobber" plus 5%. Price list(s) shall be included with the bid. The discount(s) and price list(s) shall be firm for the term of the agreement. Prompt payment discounts, if any, shall be noted. All prices shall be quoted F.O.B. "delivered". In the event that there is a conflict or discrepancy between the pricing of an item or items listed on the bid sheet and the stated discount(s) and price list(s), the City will refigure bidder's unit prices using the price list(s) provided and the discount(s) stated in the bid.

Cooperative Purchasing

The use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification; and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

Conference (Pre-Award)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

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

1.0 SCOPE

- a. 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.
- c. The bidder shall be established in all phases of body removal, installations, painting and fabrication including manufacturing of various other style bodies.
- d. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility and/or plant 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 and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved, and if recurring problems persist, this may be grounds for terminating this agreement.
- e. The bidder's facility and/or plant shall have the necessary capacity, machinery and tools, prior to the award of this bid to fulfill the City's needs and requirements, as well as the Bidder's current workload. The bidder shall demonstrate that they have the ability and capacity to meet the City's needs and requirements prior to the award of contract. A list of fleet customer references to include customer name, contact name(s) and phone numbers shall be submitted with bid.
- f. The bidder shall provide copies of blueprints and/or drawings for all items proposed for evaluation and acceptance by the Fleet Management Division upon request. Bidders proposing units unfamiliar to the City will be required to provide an actual sample (similar to this specification) within ten (10) days of request for construction evaluation by the City.
- g. Bodies shall be mounted on a new or used pickup truck chassis or other chassis as required. Bidder may be required to remove the original pickup truck body/bed and mount the new utility body conforming to State Department of Motor Vehicles' safety standards.
- h. The City will require the vendor to retain pickup cargo beds removed from City equipment. Said body will become the property of the vendor. Vendor shall itemize a \$350.00 credit for each removed and retained body on all applicable invoices.

1.1 General Specifications, Utility and Flatbed Bodies

- a. All combination stop/tail/turn signal lamps shall be L.E.D. four inch (4") diameter round or oval L.E.D. sealed beam flush mount type.
- b. All clearance lamps shall be L.E.D.
- c. All bodies shall be equipped with two (2) L.E.D. back-up lamps.
- d. All wiring must be color coded or numbered. All exterior wires, wire harnesses, terminals or connectors subject to road grime, dirt, moisture and rock throw, shall be adequately protected

and hermetically sealed. Whenever possible, individual wires shall be grouped into harness and properly supported on rigid members to prevent abrasion and flexural failure.

Note: Use of "Scotch Locks" or any other temporary wiring device is not acceptable.

- e. All wires such as trailer receptacles, back up alarms, brake controller, etc., shall be enclosed in plastic wire loom and when individual wires pass through metal, there shall be a rubber grommet to prevent wires from being cut. If the chassis has a factory tow package with the electric brake controller wiring pre installed, vendor shall utilize this wiring for the brake controller.
- f. Body construction shall be water tight with sufficient cross members and longitudinal body supports to provide long service life. Bodies shall be undercoated with heavy duty under sealant.
- g. Paint finish for all utility bodies shall be white to match cab color or as determined by City staff. Paint finish for all latbeds shall be black. Paint shall be a lead free catalyzed urethane over suitable sanded primer. Vendor may be required to supply M.S.D.S. for paint used.
- h. All holes shall be drilled or punched. Flame cutting is not acceptable.
- i. 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 parts and bodies shall conform in strength, quality of material and workmanship to recognized industry standards.
- j. **Maximum turnaround times for the pick up, installation, building and fabrication of truck bodies, installing accessories, and delivery of finished vehicles shall not exceed fifteen (15) working days per unit. Bidder shall pick up vehicles for body installations within eight (8) working hours of notification. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to meet turnaround times stated shall be grounds for termination of contract.**
- k. When a body is being installed, modified or being fabricated/manufactured it will be the responsibility of the Contractor to notify the City of any problems, concerns, delays and proposed changes to specification requirements as quickly as possible and before "change" work is started.
- l. Vehicle shall be returned to City ready for service. Truck and body shall be free of paint overspray, tape, rags, tools, etc.
- m. All trailer balls, trailer plugs and frame mounted receivable hitches shall be equal to Drawtite trailer balls and hitches and Pollak trailer plugs. All items supplied shall be equal in size and design so no modification will be necessary to City equipment when connecting trailer. Electrical trailer plug wiring shall be coded the same to match other City vehicles.
- n. All lumber racks provided shall be constructed of first quality material and shall be the bolt on type with a removable rear cross bar. Minimum capacity shall be 1,000 pounds. Bidder shall provide, upon request, blueprints and/or drawings for items proposed for evaluation and acceptance by the Fleet Management Division. Bidder proposing units unfamiliar to the City shall be required to provide an actual sample within fourteen (14) days of request.
- o. Keys for body compartments, all units shall be delivered with five (5) keys per key code.

- p. All beds shall be equipped with an Ecco 7960A (no exceptions) beacon mounted midship and wired to dash mounted switch.
- q. All bodies shall be equipped with mud flaps to suit California Vehicle Code.
- r. Trailer Electrical Sockets:
 - 1. All bodies shall be equipped with one (1) seven (7) conductor socket (reference Pollak 1 1-707). Mounted at rear of body.
 - 2. All bodies shall be equipped with one (1) flat four (4) conductor socket. Mounted at rear of body.
 - 3. All flatbeds installed on trucks with air brakes shall be equipped with one (1) each seven (7) conductor socket for anti-lock brakes in addition to the above two (2) sockets.
- s. Backup alarms, all units shall be equipped with backup alarms (reference Ecco 510).

1.2 General Utility Body Specifications

- a. All utility beds center compartments shall have a six by six inch (6" x 6") hole between the center and rear compartment for storage of long handle tools.
- b. All utility bed floors shall be constructed of twelve (12) gauge raised diamond steel tread plate with approximately five (5") inch lip on both sides and front, welded to vertical panels. Lip shall be weather sealed to prevent water intrusion.
- c. Tailgate, if single panel construction, shall be minimum fourteen (14) gauge steel. Double panel construction tailgates shall be minimum sixteen (16) gauge steel. Tailgate shall be equipped with hinged support arms or cables stops.
- d. Utility bodies shall be constructed of minimum sixteen (16) gauge galvanized steel or galvaneal material.
- e. Utility bed compartment doors shall be constructed of eighteen (18) gauge double panel, or fourteen (14) gauge single panel steel with heavy duty stops and piano type hinges.
- f. Locks shall be three (3) point recessed "T" handled locks installed so that the handle is horizontal (down) in the closed position and keyed alike on each individual body. Lock using barrel type keys are not acceptable.
- g. All doors shall be sealed with automotive bulb type weatherstrip.
- h. Each vertical compartment shall have two (2) adjustable shelves, constructed of eighteen (18) gauge steel.
- i. All compartments shall be painted on the inside.
- j. Fuel filler shall be recessed in the side of the body. Design and materials used shall not impede fuel flow from filler to tank or obstruct refueling process.
- k. Utility beds shall be equipped with a heavy duty step bumper bolted to frame and black in color.

- l. A protective plate shall be provided on the inside of utility body rear compartments to protect lamps.
- m. All utility beds shall be equipped with a class IV trailer hitch.

1.3 Utility Beds and Options

- a. Body description shall be as follows - but not limited to the following:
 - 1. Utility bed and installation to fit compact pickup with thirty-six (36") inch CA. Approximately 75" long x 33" high x 70" wide with 16" deep compartments, heavy duty, similar in construction and compartment configuration to Diamond Truck Body model 16-33-75.
 - 2. Utility bed and installation to fit ¾ ton pickup with sixty (60") inch CA. Approximately 108" long x 38" high x 80" wide with 16" deep compartments, heavy duty, similar in construction and compartment configuration to Knapheide Manufacturing Co. 600 series.
 - 3. Utility bed and installation to fit a 9,600 GVWR or greater cab and chassis with dual rear wheels and 84" CA. Approximately 132" long x 38" high x 94" wide with 22" deep compartments, heavy duty, similar in construction and compartment configuration to Harbor Truck Body model 11ft. Trademaster.
- b. Supply and install a lift gate (reference Tommy Gate 48-1036) mounted on a ¾ ton utility bed truck. Vendor shall be responsible for the verification of suitability to a specific application.
- c. Supply and install a trailer brake controller in a full sized pickup.
- d. Supply and install two (2) work lamps, (reference Abl 500-12v) and wire to dash mounted switch.
- e. Supply and install an L.E.D. arrow stick, (reference Ecco 3335, no exceptions).
- f. Supply and install a four drawer cabinet in utility bed cabinet (reference American Eagle). Cabinet shall contain four (4) each, four inch (4") in height drawers mounted on minimum 250 lb. drawer slides.
- g. Reinforce utility body to accept a 2,000 pound capacity crane. Crane will be located on top of utility body compartment at the rear of body. Body shall be reinforced to prevent structural fatigue and failure of body. A removable adjustable stiff leg shall be provided to aid in giving body stability when crane is in use. Reinforcement and stiff leg shall be approved by City representatives.
- h. Supply and install L.E.D. rope lighting in all compartments of a 108" utility bed. Lighting shall be controlled by a dash mounted, pilot equipped master switch.

1.4 General Flatbed Specifications

- a. All flatbeds shall have crossmembers on twelve (12") inch centers with rope hooks on all crossmembers.
- b. Crossmembers shall be constructed of minimum twelve (12) gauge steel.

- c. Flatbeds installed on 17,000 GVWR or less vehicles shall be constructed with four (4") inch channel sills.
- d. Flatbeds installed on 17,000 GVWR or greater vehicles shall be constructed with six (6") inch channel sills.
- e. Flatbeds shall have fifty (50) / fifty (50) headboards constructed of ten (10) gauge steel. Height shall not exceed cab height.
- f. Side gates shall secure to headboard and be easily removable.
- g. Stake sides shall be four feet (4') high.
- h. Stakes shall be steel tapered "Fleming" type. Boards shall be 3/4" x 6" recycled flat composite boards, with four (4) horizontal boards equally spaced.
- i. Stake pockets shall be the "Fleming" tapered type on thirty (30") inch centers.
- j. Tool boxes, all flatbeds shall be equipped with two (2) each underbody tool boxes, one (1) mounted on each side. Size shall be: length thirty (30"), depth (18"), height (18") inches.
- k. Headboards shall be equipped with two (2) grab handles, one on each side.
- l. All flatbeds on chassis 17,000 GVWR or less shall be supplied with a combination pintle hook/ball hitch.
- m. All flatbeds on chassis 17,000 and greater shall be equipped with a pintle hitch with a rating of not less than twice the GVWR of the vehicle. Hitch mounting height shall be between twenty-four (24") and thirty (30") inches from ground level.
- n. Hitch shall be mounted to a minimum five-eighths (5/8") inch mild steel tailboard. Tailboard shall be adequately mounted and reinforced to frame rails.
- o. Tailboard shall be equipped with two (2) "D" rings.
- p. All flatbeds shall have a dock bumper constructed of two (2") by four (4") steel tubing welded to the rear of the bed. Bumper width shall not be less than width of bed, height shall not obstruct use or operation of pintle hitch.
- q. All flatbeds shall be equipped two (2) each L.E.D. midship turn signal lamps (reference Trucklite 60115Y) wired to operate with turn signal and clearance lamps.
- r. All flatbed clearance lamps shall be L.E.D. two and one-half (2 1/2") inch round sealed beam flush mount type. Reference Grote model 47122 and 47123.

1.5 Flatbeds and Options

- a. Body description shall be as follows - but not limited to the following:
 - 1. Flatbed with stake sides and installation to fit 3/4 or one (1) ton cab and chassis with a sixty (60") inch CA. Bed shall be all steel and approximately 108" long x 90" wide. Floor shall be constructed of one-eighth (1/8") inch diamond plate.

BID NO. B11131061015

2. Flatbed with stake sides and installation to fit 17,000 GVWR and cab and chassis with eighty-four (84") inch CA. Bed shall be all steel and approximately 144" long x 90" wide. Floor shall be constructed of three-sixteenth (3/16") inch diamond plate.
 3. Flatbed with stake sides and installation to fit 26,000 GVWR cab and chassis with one hundred twenty (120") inch CA. Bed shall be all steel and approximately 192" x 90" wide. Floor shall be constructed of three-sixteenth (3/16") inch diamond plate.
- b. Provide a quote to supply and install underbody mounted fold out ladders, (reference Buyers Products RS3) on flatbeds.
 - c. Provide a quote to supply and install a lift gate (reference Tommy Gate 86-1050) on a flatbed.

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 Economic Development, 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

30875

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: 30875

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):

1908 East Fremont st
Stockton CA 95205

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 140135

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is 2 % for payment within 21 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. REFERENCES

A list of fleet customer references to include customer name, contact name(s) and phone numbers shall be submitted with bid.

5. 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? N/A %

6. 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: Diamond Truck Body mfg Inc

Address: 1908 E Fremont St Stockton CA 95205

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.

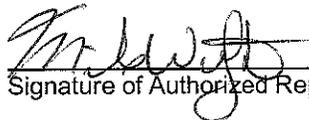
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the 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

5-11-11
Date

Mike Wutzke
Print Name

GM
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing the City of Sacramento with various utility bodies, flatbeds, material racks, trailer hitches and related items including installation on City owned equipment, as required, in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. Quantities and items specified are annual estimates only 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.

The City of Sacramento reserves the right to award by group of items or in aggregate as determined in the best interest of the City.

No surcharges or additional fees will be allowed. All quotes for utility bodies, flatbeds, material racks, trailer hitches, related items and installation shall include the following:

- a. New body and bumper and or material rack.
- b. Installation of new body and bumper and or material rack.
- c. Paint as required.
- d. Wiring of all lamps.
- e. May require removal of existing truck bed (see note below).
- f. Pickup and delivery.
- g. Sales tax.
- h. Any other associated charges.

Note: A credit of \$350.00 shall be given to the City of Sacramento for each truck bed that is removed and kept by the vendor. Do not include credit for truck bed in the quote for utility bodies.

Section 1 Utility Beds and Accessories

<u>Item No.</u>	<u>Quan.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.	5	Supply and install new utility body per section 1.3(a)(1) on a compact pickup.	\$ <u>5350.00</u>	\$ <u>26750.00</u>
2.	35	Supply and install new utility body per section 1.3(a)(2) on a full size long wheelbase pickup.	\$ <u>5815.50</u>	\$ <u>203542.50</u>
3.	10	Supply and install new utility body per section 1.3(a)(3) on an chassis w/dual rear wheels and GVWR of 9,600 lbs or more.	\$ <u>7219.25</u>	\$ <u>72192.50</u>
4.	4	Supply and install a 1,000 lb. capacity lift gate in lieu of standard tailgate supplied with utility body including installation per section 1.3(b).	\$ <u>2255.00</u>	\$ <u>9020.00</u>

Item No.	Quan.	Description	Unit Price	Extension
5.	6	Supply and install an electric trailer brake Controller per Section 1.3(c).	\$ <u>242.44</u>	\$ <u>1,454.64</u>
6.	20	Supply and install work lamps as per Section 1.3(d).	\$ <u>200.00</u>	\$ <u>4,000.00</u>
7.	20	Supply and install a L.E.D. arrow stick per Section 1.3(e).	\$ <u>765.00</u>	\$ <u>15,300.00</u>
8.	6	Supply and install a four (4) drawer cabinet in utility bed per Section 1.3(f).	\$ <u>805.00</u>	\$ <u>4,830.00</u>
9.	6	Additional cost to reinforce utility body to accept a 2,000 lb. capacity crane and supply a removable and adjustable stiff leg. per Section 1.3(g).	\$ <u>1293.00</u>	\$ <u>7,758.00</u>
10.	10	Supply and install a new lumber rack with removable rear cross bar, full size long wheel base pickup with or without utility body, per Section 1.1(n).	\$ <u>915.88</u>	\$ <u>9,158.80</u>
11.	10	Supply and install a tonneau cover on compact pickup. Color to match truck.	\$ <u>1077.50</u>	\$ <u>10,775.00</u>
12.	10	Supply and install L.E.D. rope lighting per Section 1.3(h).	\$ <u>538.75</u>	\$ <u>5,387.50</u>
Total Section 1				\$ <u>37,168.94</u>

Section 2 Flatbeds and Accessories

13.	4	Supply and install new 108" long flatbed per section 1.5(a)(1) on a full size long wheelbase pickup.	\$ <u>6007.06</u>	\$ <u>24,028.24</u>
14.	6	Supply and install new 144" long flatbed per section 1.5(a)(2) on a cab and chassis with 84" CA.	\$ <u>6809.80</u>	\$ <u>40,858.80</u>
15.	10	Supply and install new 192" long flatbed per section 1.5(a)(3) on a cab and chassis with 120" CA.	\$ <u>9643.63</u>	\$ <u>96,436.30</u>
16.	12	Supply and install a fold out ladder on a flatbed per section 1.5(b).	\$ <u>307.09</u>	\$ <u>3,685.08</u>
17.	6	Supply and install a liftgate on a flatbed per section 1.5(c).	\$ <u>2790.73</u>	\$ <u>16,744.38</u>
Total Section 2				\$ <u>181,752.80</u>

Section 3 Labor Rate for additional work

<u>Item No.</u>	<u>Quan.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
18.	100 hrs.	Hourly labor rate, the following labor rate shall be the total hourly charge for any additional work required by the City. Such rate shall include as a minimum, all wages, payroll taxes, fringe benefits, insurance, tools, transportation, overhead, professional and general administrative expenses.	\$ 100.00	\$ 10,000.00

TOTAL BID PRICE (Total of all the above sections)

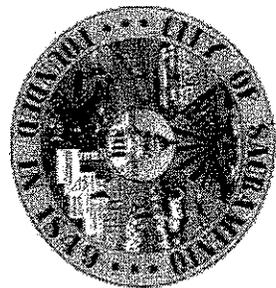
\$ 5,619,217.74

Additional Items

The items shown are a sampling of what is required by the City. Since various types of other truck related items will be required, bidder must attach the most current price sheets listing all utility bodies, lumber racks, trailer hitches and related items and the allowed discount from that price sheet for items not indicated above. NOTE: All discounts allowed on bid items shall be applied to all purchases.

Note: The discount(s) allowed on bid items shall be applied to all purchases of like or similar items covered by that price list(s). (No exceptions.) See Page 29, PRICING

<u>Description</u>	<u>Price List Identification and Date</u>	<u>Allowed % Discount</u>
Ladder Racks	<u>Diamond / Reck + Pol</u>	<u>10% less retail</u>
Lift Gates	<u>Tony / Diamond List</u>	<u>10% less retail</u>
Tonneaus	<u>ARS / Diamond List</u>	<u>10% less RT</u>
Buyers Products	<u>Diamond List</u>	<u>10% less RT</u>
Camper Shells	<u>ARS / Diamond List</u>	<u>10% less RT</u>
Crossbed Toolboxes	<u>Weatherguard / Diamond</u>	<u>10% less RT</u>
Ecco Lighting Products	<u>Diamond List</u>	<u>10% less RT</u>



CITY OF SACRAMENTO, CALIFORNIA
OFFICE OF SMALL BUSINESS

EMERGING AND SMALL BUSINESS DEVELOPMENT PROGRAM

SMALL BUSINESS CERTIFICATION

EXPIRES THIS DATE: MAY 12, 2011

DIAMOND TRUCK BODY MANUFACTURING INC.

IS CERTIFIED AS A SMALL BUSINESS ENTERPRISE

EXPIRATION: 5/12/14

CITY CERTIFICATION NUMBER: 30875

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 domiciled in California; together with its affiliates, is either a 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.

CONGRATULATE THEMSELVES 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
917 J STREET, SACRAMENTO, CA 95814
(916) 808-7228 WWW.CITYOFSACRAMENTO.ORG/ECONDEV

NORRIS JAMES
CERTIFYING OFFICER



Department of
General Services
 BUILDING GREEN · BUYING GREEN · WORKING GREEN

DIAMOND TRUCK BODY MANUFACTURING INC - #24932

SUPPLIER PROFILE	
Legal Business Name	DIAMOND TRUCK BODY MANUFACTURING INC
Doing Business As	DIAMOND TRUCK BODY MANUFACTURING INC
Address	1908 E FREMONT ST STOCKTON, CA 95205
Phone	(209) 943-1655
FAX	(209) 943-0805
Email	mike@diamondtruckbody.com
Web Page	http://www.diamondtruckbody.com
Business Types	Manufacturer
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,
Keywords	TRUCK BODIES, FLAT BEDS, LADDER RACKS , TOOL BOXES, TOUNNOUE COVERS AND SHELLS, ANIMAL CONTROL BODIES, WILD LAND FIRE PRVENTION BODIES, RECIEVER HITHCES, CAB GUARDS, UTILITY BODY TRANSFERS AND REPAIRS
Classifications	251748 - Specialized vehicle systems and components 336211 - Motor Vehicle Body Manufacturing

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Dec 7, 2009	Jan 31, 2012

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Dec 10, 2008	Dec 31, 2009
SB	Expired	Jan 9, 2008	Jan 31, 2009
SB	Expired	Jan 25, 2005	Dec 31, 2007
SB	Expired	Dec 10, 2001	Nov 30, 2004

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

Business name DIAMOND TRUCK BODY MFG INC
Business address 1908 E FREMONT ST
Owner TERESI, TONY D
Type of Business TRUCK BODY MANUFACTURING
Tax Classification 401

FROM TO
Mo. Day Yr. Mo. Day Yr.
01/01/09 12/31/09
EXPIRES

VOID

DIAMOND TRUCK BODY MFG INC
1908 E FREMONT ST
STOCKTON, CA 95205

IF NOT
VALIDATED
MAR 16 2009

140135

TOTAL PAID: \$208.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

S813 6/12

This certificate is not to be construed to represent 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.)

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

Business Name DIAMOND TRUCK BODY MFG INC
Business Address 1908 E FREMONT ST
Owner TERESI, FRANCES A
Type of Business TRUCK BODY MANUFACTURING
Tax Classification 401

FROM TO
Mo. Day Yr. Mo. Day Yr.
01/01/2010 12/31/2010
Expires

VOID
IF NOT
VALIDATED

DIAMOND TRUCK BODY MFG INC
1908 E FREMONT ST
STOCKTON, CA 95205

140135

TOTAL PAID: \$91.75

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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2010

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 Greg Dohrmann Dohrmann Insurance Agency P. O. Box 7956 3255 W. March Lane Suite 200 Stockton CA 95267	CONTACT NAME: Nadine Juarez	
	PHONE (A/C, No. Ext.): (209) 478-1400	FAX (A/C, No.): (209) 478-1414
	E-MAIL ADDRESS: Nadine@Dohrins.com	
	PRODUCER CUSTOMER ID #: 00003105	
INSURED Tony & Frances Teresi, DBA: Diamond Truck Body 1908 E. Fremont St. Stockton CA 95205	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Unigard Insurance Co.	
	INSURER B: Insurance Co of the West	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	

COVERAGES **CERTIFICATE NUMBER:** CL1063004895 **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 LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CM003308	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 1,000,000
	<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"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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		CM003308	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ Underinsured motorist BI single \$
A	UMBRELLA LIAB		CU005672	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000					<input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WPL5000889-01	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Sacramento, its officials, agents, employees and volunteers are named as an additional insured with respects to general liability only per the attached 154700 0607 Insurance is Primary & Non Contributory in favor of the additional insured as required per written contract. Premises: All California Operations *(10) Ten day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER City of Sacramento C/O Ebix BPO P.O. Box 257 Ref# 106-2327050 Portland, MI 48875-0257	CANCELLATION 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 G Dohrmann/NADINE

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - OWNERS, LESSEES CUSTOMERS OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization	Designated project name or number
City of Sacramento, its officials, agents, employees and volunteers	All California Projects/Locations

A. Section II - Who is an Insured is amended to include as an additional insured any person or organization, including any person or organization shown in the schedule above, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement (as set forth in Paragraph B. below) that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. Additional Conditions

1. The written contract or written agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to, the Limits of Insurance shown in the Declarations.

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to:
 - a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

b. Supervisory, inspection, architectural or engineered activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) seeking coverage at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

D. As respects the coverage provided by this endorsement, Paragraph 4.a. Section IV Commercial General Liability is deleted and replaced by:

4. Other Insurance

- a. This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below. When required by written contract or agreement with the additional insured, this insurance is primary and we will not share under Paragraph c. below with the additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2011

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 Greg Dohrmann Dohrmann Insurance Agency P. O. Box 7956 3255 W. March Lane Suite 200 Stockton CA 95267	CONTACT NAME: Nadine Juarez
	PHONE (A/C No. Ext): (209) 478-1400 FAX (A/C No): (209) 478-1414 E-MAIL ADDRESS: Nadine@Dohrins.com PRODUCER CUSTOMER ID #: 00003105
INSURED Diamond Truck Body 1908 E. Fremont St. Stockton CA 95205	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Co of the West NAIC # 27847
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: CL1151005406** **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.

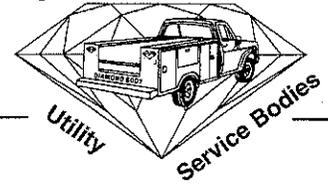
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	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)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WPL5000889-02	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Renewal Certificate of Workers Compensation
 Ref# 106-2327050
 *(10) Ten day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER City of Sacramento C/O Ebix BPO P.O. Box 257 Ref# 106-2327050 Portland, MI 48875	CANCELLATION 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 G Dohrmann/NADINE

Diamond Truck Body Mfg., Inc.

Designers and Manufactures



1908 East Fremont Street • Stockton, California 95205

Phone: (209) 943-1655 • Fax: (209) 943-0805 • www.diamondtruckbody.com

References

County of Sacramento
Large Fleet
Jeff Sumner/Carl Crain
916-875-4783
3800 Branch Center Rd
Sacramento, Ca 95827

City Of Sacramento
Large Fleet City Fleet
Johnathon Yee
916-808-6289
Bill Tierce
916-808-2027

City of Manteca
Bob Moulder
1001 W Center St
Manteca, Ca 95337
209-234-8450
City Fleet