



City of Sacramento City Council

10

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

Meeting Date: 8/23/2011

Report Type: Consent

Title: Contract and Cooperative Purchase Agreements: Refuse Trucks

Report ID: 2011-00657

Location: Citywide

Recommendation: Adopt a Resolution: 1) awarding a three-year contract to Sacramento Truck Center for the purchase of up to 53 refuse truck chassis in an amount not to exceed \$8,865,883; 2) approving the use of the Texas Buy Board cooperative purchase agreement (Contract No. 357-10, purchasing from Equipment Southwest, Inc.) and the Houston-Galveston Area Council cooperative purchase agreement (Contract No. RC08-10, purchasing from Scranton Manufacturing Company, Inc.) for the purchase of up to a total of 53 side loading refuse truck bodies inclusive of both vendors in an amount not to exceed \$6,968,307 inclusive of both vendors through August 30, 2013 or until the contracts are no longer available for use; 3) authorizing the Interim City Manager or the Interim City Manager's designee to execute the contract and purchases specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s); 4) authorizing the City Treasurer to secure funding for the acquisition of up to 18 refuse truck chassis and bodies ("complete units"), and approve, execute, and deliver related financing documents; 5) declaring the City's official intent to use proceeds of an obligation, i.e., the proceeds obtained through the Master Agreement, to reimburse itself for the Original Expenditures; and 6) authorizing the Finance Director to amend the Solid Waste and Fleet Management expenditure budgets to reflect truck procurement and financing for up to 18 of the 53 complete units as secured by the Office of the City Treasurer.

Contact: Keith Leech, Fleet Manager, (916)-808-5869, Department of General Services

Presenter: None

Department: General Services Dept / Department of Utilities

Division: Fleet Management Admin

Dept ID:

Attachments:

- 1-Description/Analysis
- 2-Attachment 1 (Bid Table)
- 3-Attachment 2 (Financing Terms and Conditions)
- 4-Attachment 3 Cover Page (Associated Agreements)
- 5-B11131061017 Agreement
- 6-Resolution

City Attorney Review

Approved as to Form
Kourtney Burdick
8/18/2011 10:41:15 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
8/9/2011 1:30:38 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 8/16/2011 4:13:32 PM

Assistant City Manager: Cassandra Jennings - 8/17/2011 10:32:43 AM



Description/Analysis

Issue: The Department of General Services, Fleet Management Division has a customer requirement to purchase replacement side loading refuse trucks for the Department of Utilities, Solid Waste Division. Without the recommended purchases, 53 percent of the division's current side loading refuse trucks will be at or beyond their useful life by the end of Fiscal Year (FY) 2011/12. These new refuse trucks will reduce overall maintenance and fuel costs by replacing older refuse trucks that have been kept in service beyond their seven year recommended replacement cycle.

The large acquisition is necessary to establish a seven year vehicle replacement program designed to retire aging vehicles on time and establish an industry standard spare ratio of 25 percent thereby reducing maintenance and fuel costs. This purchase is also consistent with the Solid Waste fleet management recommendations set forth in the May 2011 Department of Utilities Operational Efficiency and Cost Savings Audit.

An initial quantity of 33 refuse trucks will be purchased in the first year (FY2011/12) and funded through a combination of the division's approved replacement budget (\$4.5 million) and debt financing (\$5.1 million) obtained by the Office of the City Treasurer. An additional 20 refuse trucks are planned for purchase in the second and third years of the contract and cooperative purchase agreements, to be funded by the Solid Waste division replacement budget (and no additional financing), contingent upon adequate budget appropriations.

Additionally, beginning with this purchase, Solid Waste is recommending a change to the color scheme of its vehicles to sierra blue to reflect the division's efforts to re-brand its name and services.

Policy Considerations: The recommendations contained within this report are in accordance with 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 recommendations in this report involve the purchase of City vehicles, and are not considered to be a 'project' 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: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

The 2011 or newer model year refuse truck chassis to be purchased will be California Air Resources Board (CARB) and United States Environmental Protection Agency certified. Model year 2011 or newer refuse truck chassis feature a 98 percent reduction in particulate matter and a 99 percent reduction in nitrogen oxides.

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division and the Department of Utilities, Solid Waste Division have worked cooperatively in developing specifications that will best meet the operational requirements of Solid Waste. Additionally, Fleet Management, in conjunction with Procurement Division staff, determined the most cost effective strategy for this purchase is to use a City contract for the truck chassis in conjunction with two cooperative purchase agreements for the truck bodies.

The 53 refuse trucks recommended for purchase under this agreement will replace existing refuse trucks that have been kept in the Solid Waste fleet beyond their useful lives to meet expanded service levels from increasing the recycling pickup from bi-weekly to weekly, and from the growth of the containerized yard waste program. Replacing these vehicles now provides the following benefits:

- Saves over \$3 million in potential on-going maintenance and fuel costs by replacing 53 older refuse trucks;
- Saves \$425,000 in particulate trap retrofit costs that would be required if the 2002 model year refuse trucks are not replaced (17 vehicles @ \$25,000 cost per vehicle);
- Reduces carbon emissions by taking out of service old, inefficient diesel burning vehicles and replacing them with cleaner Liquefied Natural Gas (LNG) units; and
- Reduces overtime costs associated with routes left uncollected due to repair downtime and unavailability of spares.

In June 2011, Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B11131061017 for CARB certified diesel powered refuse truck chassis with an option for LNG fueled engine in lieu of the diesel engine, and a hydraulic hybrid option. After the bids were received, the Solid Waste Division requested to increase the number of units to be purchased from 40 to 53 in an effort to reduce its increasing operation and maintenance costs by accelerating replacement of their aging fleet of side loaders. Three bids were received. The lowest responsive and responsible bidder was determined to be Sacramento Truck Center for LNG fueled engines in lieu of diesel. A summary of the bid results is provided in Attachment 1.

Additionally, this report recommends approving the use of the Texas Buy Board cooperative purchase agreement (Contract No. 357-10, purchasing from Equipment Southwest, Inc.) and the Houston – Galveston Area Council cooperative purchase agreement (Contract No. RC08-10, purchasing from Scranton Manufacturing Company, Inc.) for the purchase of up to a total of 53 side loading refuse truck bodies inclusive of both vendors in an amount not to exceed \$6,968,307 inclusive of both vendors through August 30, 2013 or until the contracts are no longer available for use. These cooperative purchase agreements are recommended because they meet the requirements of the Solid Waste Division. The quantity purchased from either vendor will be determined by the operational needs of the Solid Waste Division but will not exceed 53 inclusive of both vendors.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases

pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and Procurement Services to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The total cost for all 53 complete refuse trucks to be purchased is estimated to be \$15.8 million (\$8.9 million for the chassis and \$6.9 million for the truck bodies). This purchase will be funded through a combination of the Solid Waste Fund annual operating budget and financing obtained by the Office of the City Treasurer under the City’s Master Equipment Lease/Purchase Agreement with Bank of America, N.A. The Summary of Terms and Conditions is included as Attachment 2. The table below summarizes the total vehicles to be purchased and funding sources for the five-year financing term:

Fiscal Year	Total Replacement Vehicles Purchased ¹	Est. Cost of Replacement Vehicles ²	Vehicle Replacement Budget ³	Est. Financing (Cost) & Annual Payment ⁴	Projected Annual O&M/Fuel Savings	Est. Annual O&M/Fuel Savings After Debt Payment
FY12	33	\$ 9,573,234	\$ 4,500,000	\$ (5,073,234)	\$ -	\$ -
FY13	16	\$ 4,780,132	\$ 4,910,000	\$1,109,254	\$ 1,393,429	\$ 284,175
FY14	4	\$ 1,480,821	\$ 4,200,000	\$1,109,254	\$ 2,448,926	\$ 1,339,672
FY15	0	\$ -	\$ 4,200,000	\$1,109,254	\$ 2,711,671	\$ 1,602,417
FY16	0	\$ -	\$ 4,200,000	\$1,109,254	\$ 2,711,671	\$ 1,602,417
FY17	0	\$ -	\$ 4,200,000	\$1,109,254	\$ 2,711,671	\$ 1,602,417

¹ Additional vehicle purchases planned for FY17 as part of the seven year replacement program will require future Council approval.

² Average vehicle cost estimated at \$298,758. Actual cost per vehicle varies by fiscal year depending on the vehicle options (i.e. body style, hydraulic hybrid, etc.) selected by the department at the time of ordering.

³ FY13-FY14 Vehicle Replacement budget does not assume a rate increase, includes projected Fleet carryover and grant funds, and is contingent upon budget approval.

⁴ Financing for up to 18 vehicles in FY12 based on index rate at the time of funding (est. January 2012); as of 8/15/11 indicative rate for 5 years is 3.11%

In FY2011/12, approximately 15 vehicles can be purchased with Solid Waste’s approved vehicle replacement budget. The division is recommending that up to 18 additional vehicles be funded through financing obtained by the Office of the City Treasurer. The vehicles are estimated to be delivered beginning in December 2011 with the first lease payment due in July 2012 and paid from the FY2012/13 operating budget. Given the length of time to acquire the new vehicles, it is desirable and necessary to authorize the Office of the City Treasurer to perform the functions necessary to obtain financing, including execution of the financing documents.

An increase in Solid Waste rates is not necessary to fund this purchase. Solid Waste proposes to reallocate savings generated in operations and maintenance and fuel to cover the annual lease payment estimated at \$1,109,254 on a five year loan. By replacing 53 old, costly vehicles with new, efficient ones, Solid Waste will generate over \$3 million in net savings after the debt payment. Additionally, the department is pursuing other funding opportunities to minimize the amount borrowed. Potential funding sources include:

- Department of Energy Grant Funds (\$30,000 per vehicle purchased);
- California Air Resources Control Board Grant Funds (\$267,000); and
- FY2010/11 Estimated Fleet Carryover (\$450,000)

Purchases made in subsequent fiscal years under this agreement are subject to funding availability in the adopted budget of the applicable fiscal year(s).

Emerging Small Business Development (ESBD): Neither Equipment Southwest, Inc. nor Sacramento Truck Center is certified as an emerging/small businesses.



Attachment 1

Bid Results – Bid No. B11131061017

	Riverview International	Sacramento Truck Center	Western Truck Parts & Equipment Co.
Schedule I – Immediate Requirement (15 units)	\$2,026,815.00	\$1,985,625.00	\$2,037,075.00
Additional Cost for LNG	\$678,174.30	\$271,260.00	\$423,178.95
CA Tire Fee	\$262.50	\$315.00	262.50
Sales tax	\$177,346.31	\$173,742.19	\$178,244.06
Prompt Payment Discount	n/a	n/a	(15,000.00)
1% City tax preference	n/a	(19,856.25)	n/a
Group I Total	\$2,882,598.11	\$2,411,085.94	\$2,623,760.51
Schedule II – Estimated 2012/13 Requirement (25 units)	\$3,563,816.50	\$3,309,375.00	\$3,497,000.00
Additional cost for LNG	\$1,192,456.50	\$452,100.00	\$726,457.00
CA Tire Fee	\$262.50	\$525.00	\$437.50
Sales tax	\$311,833.94	\$289,570.31	\$305,987.50
Prompt Payment Discount	0.00	0.00	(25,000.00)
1% City tax preference	n/a	(33,093.75)	n/a
Group II Total	\$5,068,369.44	\$4,018,476.56	\$4,504,882.00



Attachment 2

Financing Terms and Conditions



Jill M. Forsyth
Senior Vice President
Government Finance Specialist

Bank of America Public Capital Corp
AZ3-588-02-02
14448 N. Scottsdale Road, Suite 250
Scottsdale, AZ 85254
Email: jill.m.forsyth@bankofamerica.com
Tel: (480) 624-0369
Fax: (415) 796-1301

SUMMARY OF TERMS AND CONDITIONS

Date: August 16, 2011

Lessee: City of Sacramento, CA

Lessor: Banc of America Public Capital Corp, Bank of America NA or designee ("Lessor").

Equipment: Essential Use Equipment

Structure: Non Bank Qualified Master Lease Line of Credit. The lease line will be set for a total of \$6MM.

Security: Lien on the assets

Term: 5 Years

Interest Rate: Option 1 – Fixed rate funding (based on 30 days past expected delivery date):

# of Units	Chassis to Wayne	Expected Delivery of		Lease Rate
		Units to City		
3	11/11/2011	12/21/2011		3.0730%
2	11/18/2011	12/28/2011		3.0790%
3	11/25/2011	1/4/2012		3.0700%
2	12/2/2011	1/11/2012		3.0760%
3	12/9/2011	1/18/2012		3.0820%
2	12/16/2011	1/25/2012		3.0940%
3	12/23/2011	2/1/2012		3.0850%
2	12/30/2011	2/8/2012		3.0910%
3	1/6/2012	2/15/2012		3.1040%
2	1/13/2012	2/22/2012		3.1100%
3	1/20/2012	2/29/2012		3.1160%
2	1/27/2012	3/7/2012		3.1070%
3	2/3/2012	3/14/2012		3.1130%

Option 2 – Rate will be fixed for funding until January 30, 2012

3.11% -

RATES: The current rates are locked from the date of this Term Sheet and will be honored so long as the transaction is funded before the date indicated on this term sheet. If the transaction does not fund by that time, the rate may need to be modified if there is a change in market conditions, but in no case will it be less than the rate quoted herein. Acceptance of this proposal must be done within 5 business day to have this rate locked.

Option 3– Rate will float to closing according to the following index

NBQ - H-15 Dated 8/10/11 Average Life Swap Index

Term	Average Life (Yrs)	Average Life Swap Rate	Tax Exempt Adj H15 Rate (65%)	Index Spread (for RFP)	Req'd Muni Rate
5	3	.58%	0.377%	2.653%	3.03%

Index: H15 Interest Rate Average Life Swap www.federalreserve.gov/releases/H15/update/.

Payments: Semi-annually payments in arrears starting 7/1/2012 and ending 1/2/2017.

Governmental Entity Lease:

The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code. Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease, in the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rentals.

Early Termination: Lessee may prepay the Lease and thereby terminate the Lease early in accordance with the following:

- (a) *Optional Prepayment.* Beginning in the 31st month of the Lease Term, Lessee may prepay the Lease in full by giving Lessor 30-days' prior written notice and by paying the applicable prepayment price set out in paragraph (c) below.

(b) *Private Activity*. If required to avoid a determination that the Lease is a private-activity bond, then Lessee may prepay the Lease in full at any time during the Lease Term by giving Lessor 30-days' prior written notice and by paying the applicable prepayment price set out in paragraph (c) below.

(c) *Prepayment Price*. As used here, the "amount due" consists of all unpaid accrued interest, the outstanding principal balance, and any other charges due. The prepayment price is as follows: during the first three years of the Lease Term, 103% of the amount due; during the fourth year of the Lease Term, 102% of the amount due; and during the fifth year of the Lease Term, 101% of the amount due.

End of Term: At the expiration of the Lease Term, Lessee will purchase all (but not less than all) the Equipment for \$1.00 ("Purchase Price").

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing, in form and substance satisfactory to Lessor, that covers the following matters: (1) The Lessee is a charter city of the State of California and is authorized by the Constitution and laws of that state to enter into the transactions contemplated by the transaction documents and to carry out its obligations under the transaction documents. (2) Lessee has the requisite power and authority to lease and acquire the equipment, to execute and deliver the transaction documents, and to perform its obligations under the Lease. (3) The Lease and all amendments to it have been duly authorized, approved, executed, and delivered by and on behalf of Lessee, and the transaction documents are valid and binding obligations of Lessee, enforceable in accordance with their terms. (4) The authorization, approval, execution, and delivery of the transaction documents and all other proceedings of Lessee relating to the transactions contemplated in the transaction documents have been performed in accordance with all open-meeting laws, public-bidding laws, and all other applicable state or federal laws. (5) To the current, actual knowledge of Lessee's counsel, Lessee has not been served with process in, or overtly threatened with, any lawsuit, administrative proceeding, or investigation in any court or before any governmental authority, arbitration board, or tribunal that, if adversely determined against Lessee, would adversely affect the transactions contemplated by the transaction documents or the security interest of Lessor or Lessor's assigns, as the case may be, in the equipment or other collateral under the transaction documents.

Tax Opinion: If any individual schedule drawn on the master lease is in excess of \$5MM, the City must provide a tax opinion from bond counsel. The opinion of bond counsel will cover the following tax matters, in addition to other customary opinions:

- (a) the portion of Base Rent designated as and constituting interest paid by Lessee and received by Lessor is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from state personal income taxes;
- (b) such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; and
- (c) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Escrow Account: In compliance with applicable regulations, including but not limited to arbitrage reporting, the proceeds of the Lease may be deposited into an escrow account acceptable to Lessor, and disbursements made therefrom to pay for the equipment upon execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.

Documentation: This transaction is subject to acceptable documentation in Lessor's sole discretion.

Credit Approval: This transaction has not been formally credit approved but will be submitted quickly after an acceptance of terms.

Proposal Expiration: This proposal will expire on August 24, 2011 and may be re-issued at Lessor's discretion.



Attachment 3

Associated B11131061017 Agreements and Documents



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Aug. 16

General Information

Type: Commodity

CHANGE: None CH #:

\$ Not to Exceed: \$ 8,865,883.00

Original Contract Number:

Original Contract Amount:

Contractor: Sacramento Truck Center

Project Name: Truck Chassis RH Drive

Project Number:

Bid Transaction #: B11131061017

E/SBE-DBE-M/WBE: No



Department Information

Department: General Services

Division: Fleet

Project Mgr: Rowie Sizemore

Supervisor: Keith Leech

Contract Services:

Division Mgr:

Phone Number: x6398

Org Number: 13001311

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>Rowie Sizemore</i>	7-20-11
Accounting:		
Contract Services:		
Supervisor:		
Division Manager:	<i>Keith Leech</i>	7-20-11

City Attorney	Signature or Initial	Date
City Attorney:	<i>KOB</i>	7/22/11

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>R/S</i>	7/27/11
City Mgr: yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing Finalized:

Initial: _____ Date: _____

Imaged:
Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

This coversheet is to remain with the original signed Contract.

Responsibility

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

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

Review and Signature Routing:

Department

Project Manager: Verification of Technical Specs.

Accounting: Verification of Funding Sources.

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

City Attorney

Approval of Contract Form and Bonds (if applicable)

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

Authorization

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

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

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

AFTER Council Authorization

Types of Contracts

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

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No. B11131061017
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	40
B. Submittals Required Prior to Start of Contract	44
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	45
D. Pricing Schedule	47

SECTION I REQUIREMENTS

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, June 22, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up 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. B11131061017

FOR SERVICES/SUPPLIES: Truck Chassis RH Drive

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: Sacramento Truck Center
ADDRESS: 100 Opportunity St Sacto, CA 95838
PHONE #: 9162862013 FAX #: 9162862085 E-MAIL: needham@sacramento
STATE TAX I.D. #: SRRH97724353 FED. TAX I.D. #: 941450759 truck.com
City of Sacramento Business Operation Tax Certificate #: 115817
(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) [Signature]
PRINT NAME: Pearl Needham
TITLE: Sales

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 0.22.11.

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: \$ 8,805,883.00

Award Date: 8.16.11

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Katherine Burdick

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 directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages- Reasonable attorney's fees and costs

ATTACHMENT B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

SECTION II CONTRACT DOCUMENTS

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

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

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

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of

CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

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

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

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

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

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

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

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

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

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

Delivery Guarantee

Contractor guarantees delivery within 150 days after receipt of order (ARO).

NOTE: Liquidated damages of \$100 per day shall be paid to the City of Sacramento for each day past 150 days from the issuance of the purchase order if the units are not delivered complete and operational to Wayne Engineering.

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 this bid. The City of Sacramento reserves the right to waive minor variation(s), if in the opinion of the Procurement Services Manager the basic vehicle(s)/unit(s) meets the general intent of these specifications.

Manufacturer's Specification

- a. Complete specification, published literature, photos or illustrations of unit proposed, shall be furnished with bid.
- b. Only new models in current production which are catalogued by the manufacturer and for which printed literature and specifications are available will be accepted.
- c. Bidder shall provide the following information as an attachment to this bid:
 - 1. Manufacturer of engine.
 - 2. Engine horsepower, engine torque ratings and engine emission certification.
 - 3. Type of fuel to be used.
 - 4. Location proposed for fuel tank and urea tank, if applicable
 - 5. Fuel tank capacity and urea tank capacity

Manufacturer's Standard Equipment

- a. 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.
- b. 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 technology or LNG fueled engines and fuel systems. 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. Specifications on the following pages are written with the intent to meet all applicable documents, but the final certification to comply shall rest with the vendor/manufacturer(s) 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 they apply 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.
- b. Federal Motor Vehicle Safety Standard, Department of Transportation.
- c. State of California Motor Vehicle Code.
- d. State of California General Industrial Safety Orders.
- e. State of California Health and Safety Code, Motor Vehicle Pollution Control.
- f. California Occupational Safety and Health Act (O.S.H.A.) and the E.P.A.
- g. Society of Automotive Engineering Standards.
- h. American Society of Mechanical Engineers (A.S.M.E.).
- i. National Fire Protection Association (N.F.P.A.).

Inspection/Evaluation

The City reserves the option to inspect vehicle(s)/unit(s) and evaluate vehicle(s)/unit(s) being proposed. Bidder shall be responsible for providing a vehicle/unit to the City that meets the intent of these specifications for inspection and evaluation within 14 days of request. If a vehicle/unit is not readily available, bidder may at their option make arrangements for three (3) City employees to inspect a vehicle/unit at another location. Bidder shall assume all transportation, lodging and meal expenses associated with the inspection and evaluation of the unit being proposed. The time and amount of hours required for the inspection, and evaluation shall be determined by City representatives.

Equipment Manual(s)

The following manual(s) shall be supplied at the time of delivery:

- a. One (1) operator's manual for each truck /chassis manuals per order.
- b. Two (2) complete service and repair manuals for truck/chassis and engine per order.
- c. Two (2) complete parts manuals or CD ROMs (if available) for truck/chassis and engine per order.

Warranty

- a. New Vehicle Warranty - The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento, regardless of the method of delivery for each vehicle(s)/unit(s). Warranty period to start when vehicles(s) are placed in operation, not delivered.
- b. The complete chassis and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.

NOTE: Warranty shall be a minimum of one (1) year on all components except frame rails and cross members.

- c. Frame warranty shall be a minimum of five (5) years, 150,000 miles, non-prorated 100% parts and labor coverage. Any frame related failure (frame rail and cross members) due to the application that chassis is intended, shall be covered under warranty. The contracting vendor must have service facilities and an adequate supply of service parts available at a distance from Sacramento no greater than the San Francisco Bay area.

NOTE: Bids received offering a frame warranty less than five (5) years, 150,000 miles, 100% parts and labor coverage will be deemed non-responsive.

- d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.
- e. Engine warranty shall be 5 years 150,000 miles with no deductible.
- f. Transmission warranty shall be 4 years unlimited miles with no deductible.
- g. 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.

Training

City maintenance staff shall be trained in the overall operation and maintenance of the engine provided by a factory trained, authorized dealer, for a minimum of 8 hours. All training shall be provided before vehicles / units are placed into service or as determined by city staff. Training shall be performed at a City location.

Pricing

The prices quoted to the City shall be as low as or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

F.O.B./Freight

All chassis are to be supplied F.O.B., Wayne Engineering, 701 Performance Drive, Cedar Falls, Iowa, 50613, freight prepaid and allowed.

Contract Period

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

Description and/or Stock Number Discrepancies

The stock numbers contained in this document have been verified with local authorized dealers. Should any of these numbers be incorrect, the Bidders are requested to indicate the corrected stock number(s) on the Price Schedule and provide written documentation in the form of a copy(ies) from the manufacturer's published catalog or a letter from the manufacturer. It is understood that the descriptions contained in the Bid shall prevail in the event of a conflict.

Brand Name

- a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided the offer clearly describes the merchandise. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- c. When brand, number, or level of quality is not stated by the Contractor, it is understood the offer is exactly as specified.
- d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.
- e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

Contract Intent

Specifications contained within this bid are written with the intent to meet and comply with all requirements but the final certification to comply shall rest with the Contractor and not the City of Sacramento. Should requirements as specified not comply, the Contractor is required to refigure and revise the specifications to meet all laws, rules and regulations where it applies, and the City of Sacramento is to be notified thereof.

Default by Contractor

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

Modification of Contract

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

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

Cooperative Purchasing

If mutually agreeable to both parties, 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.

Payment & Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 5730 24th Street, Bldg. 1, Fleet Management Division, Sacramento, CA 95822.

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 AND INTRODUCTION

This specification describes new, unused, latest model three axle, cab over truck chassis with right hand steering. These chassis will be shipped to Wayne Engineering located at 701 Performance Drive, Cedar Falls, Iowa, where a 27 cubic yard capacity automated side loading body and lift arm assembly will be mounted onto the chassis.

These chassis will be used in business districts as well as residential areas collecting residential household refuse. The truck chassis may be required to dump in an unimproved landfill site.

The engine supplied for these trucks shall be diesel and meet the **2010 CARB Certification Standard**, Engines not meeting this certification may be considered if they meet the standard by use of CARB emission Credits.

2.0 GENERAL EQUIPMENT SPECIFICATIONS

2.1 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 unit(s) will be subjected. Engine, 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.

2.2 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 unit(s) and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

2.3 Operational Noise Standard

Noise level shall be in conformance with standards established by local, state and federal agencies. City personnel may test each unit delivered for noise level requirements and must meet noise requirements before the vehicle(s)/unit(s) are accepted.

2.4 Hose and Wiring Routing

All hoses, wires and pipes shall be routed to be clear of all heat sources and shall be routed, secured or otherwise protected from any present or potential source of snags, abrasions or sharp edges.

2.5 Control Labeling

All operator controls shall be clearly labeled as to function and operational position(s).

3.0 CHASSIS REQUIREMENTS

This specification describes the requirements for a RH drive cab over right hand drive truck chassis that provides maximum visibility forward, to the sides, and rear of the truck

- 3.1 Cab – Cab over type RH drive. (Floor height shall be between 38.5” and 44.5” measured from ground to top of floor) distance between dash and back of cab shall be a minimum of 38 inches.
- 3.2 GVWR – 58,000 lbs. minimum.
- 3.3 GAWR (front) 18,000 lbs. minimum.
- 3.4 GAWR (rear) 40,000 lbs. Minimum, dual axles with interlock switch and indicator light located in cab.
- 3.5 C/A Dimensions - compatible with a 27 yard capacity Wayne Curbtender Body, chassis manufacturer / truck dealer shall contact Wayne Engineering for proper CA dimensions including additional frame length and clear frame space requirements. Any relocation of frame mounted items that impede mounting of body, accessories or lift arm assembly will be the responsibility of the chassis provider/ truck dealer including any cost.
- 3.6 Wheelbase - Dimensions compatible with a 27 yard capacity Wayne Curbtender Body. Chassis manufacturer / dealer shall contact Wayne Engineering for proper wheel base dimensions including additional frame length requirements and clear frame space requirements. Any relocation of frame mounted items that impede mounting of body, accessories or lift arm assembly will be the responsibility of the chassis provider/ truck dealer. Wheel base provide shall provide correct load distribution for maximum legal payload.
- 3.7 Springs
 - a. Front suspension - Heaviest duty available for specified GAWR and shall be provided with enough spring reserve capacity to position itself level or parallel to ground when loaded as well as when empty by use of additional main leaves if required. U-bolts shall be heaviest available for the springs and axles supplied.
 - b. Rear suspension shall be equal to, Hendrickson HN402, 40,000 capacity, with 54” axle spread.
- 3.8 Axles
 - a. Front, equal to Meritor MFS-20-133. Axle shall be designed to provide a minimum turning radius of 34 feet measured from the driver’s side tire while making a right hand turn.
 - b. Rear, equal to Meritor RT40-145P, ratio to give a road speed between 55 mph and 60 mph.
- 3.9 Shock Absorbers
 - a. Front - required.
 - b. Rear - not required.
- 3.10 Engine
 - a. Number of cylinders - "6", inline type. Diesel.

- b. Gross horsepower at governed RPM - 310 minimum, CARB certified to meet 2010 emission standards. Engine idle shall be adjusted to accommodate the body manufacturer's operating system.
- c. Gross torque - 1000 lbs. minimum at 1500 RPM maximum.
- d. Fuel –diesel.
- e. Heavy-duty air filter - dual stage replaceable element (dry) type with vacuum gauge restriction indicator located at a readily visible location from driver's seat.

NOTE: Air cleaner assembly shall be located so air filter(s) elements can be removed and replaced with ease without removing snorkel tube.

- f. Governor – electronic.

3.11 Cooling System

- a. Manufacturer's heaviest available option for the engine and air conditioning unit being furnished; adequate to maintain engine at proper operating temperature under all operating conditions in the City of Sacramento area (ambient temperature may exceed 115 degrees Fahrenheit).
- b. Heavy duty shrouded radiator shall be provided with adequate capacity to meet above requirements. Shroud shall be clear of all obstacles.
- c. All radiator and heater hoses shall be silicone or equal.
- d. Antifreeze - (glycol) protected to minus 20 degrees Fahrenheit. Coolant tank shall have a sight glass for determining coolant level and be visible from ground level.

Corrosion resistor with replaceable spin-on type element shall be Perry #SA360 and shall be provided with shut-off valve(s) to preclude coolant loss when replacing element. Long life antifreeze may be used in lieu of standard antifreeze and coolant filter.

3.12 Heater, Windshield Defroster and Roof Mount Air Conditioner

Factory installed, adequate size and design to keep cab comfortably warm, and windshield clean under all adverse weather conditions. Heater blower shall be two (2) speeds minimum. All components shall be designed to provide maximum life and resist vibration. Air conditioning unit shall maintain a twenty (20) degrees Fahrenheit drop in temperature between ambient and in cab air temperatures. Air conditioner condensate drains shall be designed to preclude moisture from entering the cab.

- 3.13 Left-hand single exhaust system with vertically mounted muffler/catalytic converter/DPF and/or exhaust pipe preferred, if unavailable note in your bid response for consideration. All vulnerable areas including areas behind the cab shall be adequately shielded to protect personnel from being burned, excess refuse (paper) coming in contact causing fire and routed or protected against low hanging tree limbs. A 45 degree mitered cut elbow shall be installed at the top of vertical stack. Stack height shall be just above packer body so exhaust will not flow onto body. If exhaust height is below 11 ft, exhaust must be turned to the rear of the truck.

3.14 Engine protective device to first provide an audible warning and to stop the engine in the event of low oil pressure or high water temperature, without damaging the engine or its components. An automatic override shall be provided to permit driver to move vehicle off roadway.

3.15 The engine oil and coolant inspection and fill points shall be readily accessible and allow checking without tilting of cab. All sight glasses shall be easily visible from ground level.

3.16 Transmission

- a. Automatic - Allison Model RDS3000 programmed for refuse operations and electronically set up to provide a maximum road speed of 60 MPH. Shift control shall be touch pad type.
- b. Transmission oil cooler provided shall meet the transmission manufacturer's requirements to maintain transmission at the correct operating temperature under all operating conditions in the City of Sacramento area.
- c. Transmission shift control wiring shall be routed so wiring will not become overheated by engine or exhaust system. Wiring and connectors shall have adequate protection from moisture/debris.
- d. Transmission CPU placement in the cab shall be shielded and protected from operator's legs and feet.
- e. The chassis supplier shall insure the transmission programming/ perimeters are correct and compatible with the body manufactures operating system. Any reprogramming shall be the responsibility of the chassis manufacturer / truck dealer.
- f. Transmission fluid shall be Synthetic type (Allison Transynd)

3.17 Frame

- a. Alloy steel, with a minimum section modulus of 18.96 square inches per frame rail, tensile strength shall be a minimum of 110,000 PSI and have a minimum RBM of 2,086,000PSI continuous from front spring rear hanger, to the end of frame rail. Frame shall be heat-treated.
- b. Frame shall have sufficient number of cross members to provide torsional rigidity and to support the frame rails where fuel tanks and rear suspension body assemblies will be mounted. Heavy-duty three piece aluminum cross members shall be provided if available.

Note: Chassis provider shall contact Wayne Engineering and determine if additional frame reinforcements and or cross members are required for this body installation. Truck manufacturer shall install frame reinforcements and or cross members as required.

3.18 Steering - hydraulic power assisted, RH drive.

3.19 Wheels and Tires

- a. Wheels: Front - two (2) Aluminum, equal to Alcoa disc type, 22.5 X 9, 10 hole with 11-1/4" bolt circle to meet or exceed GVWR.
- b. Wheels Rear - eight (8) Aluminum, equal to Alcoa disc type, 22.5 X 8.25 10 hole with 11-1/4" bolt circle with one spare wheel & tire per truck.

- c. Tires: Front - two (2) 315/80R22.5, 18-ply highway tread steel radial, equal to Goodyear Unisteel G-159 with one spare tire and wheel per truck.
- d. Tires: Rear: eight (8) 11R22.5 tubeless, 14-ply, steel radial, equal to Goodyear Unisteel G- 159 with one spare tire and wheel tire per truck.

3.20 Brakes

- a. Service - full air, all wheels with Anti-Lock Brake System.
- b. Compressor – 18.7 CFM minimum.
- c. Spring type emergency brakes on both rear axles.
- d. Front brake size-16 1/2"x 6" minimum; cam actuated equal to Meritor Q + type with automatic slack adjusters.
- e. Rear brake size-16 1/2"x 7" minimum, cam actuated equal to Meritor Q + type with automatic slack adjusters.
- f. All brake drums - "outboard" type.
- g. Brake linings - non-asbestos type (if not available, note on questionnaire).
- h. Quantity and capacity of air reservoir tank to meet D.O.T 121 certification and equipped non-automatic, manual operated drain valves. Valves shall be remote mounted to a central location, right hand side of truck and the air lines shall run from the bottom of each air tank to the remote mounted valves. Airline tubing shall be 3/8 inch outside diameter. Location shall be approved by City representatives.
- i. Air drier equal to Bendix AD-IP with heater shall be located for ease of maintenance. Location shall be inside frame rail and readily accessible.

3.21 Electrical System

- a. Alternator - 12 volt, 160 amp 31 SI minimum.
- b. Battery - two (2) heavy duty type 12 volt, Group 31 with studded post and 925 cold cranking amp at 0 degrees each, frame mounted on right/drivers side. Battery shut off switch lockable equal to Flaming River shall be provided and easily accessible.
- c. Lights
 - 1. Minimum lighting equipment including but not limited to: Tail, stop, turn, license, head (multiple beam), all instruments, directional signal including hazard switch, backup, clearance, signal lamps, and interior lighting. **All lighting shall be LED.**
 - 2. Front signal lamps shall be mounted on the side of cab or door to provide maximum visibility.
- d. All wiring must be color coded and/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 harnesses and

properly supported on rigid members to prevent abrasion and flexural failure. Grounding terminals for all circuits shall be securely soldered or crimped to a copper terminal and bolted to the frame.

- e. Reflectors shall be provided to meet State of California Vehicle Code.
- f. The chassis shall be equipped with a watertight junction interface box for use by the body manufacturer for wiring of lights for the body. Location shall be behind cab.

3.22 Gauges

One (1) fuel, one (1) coolant temperature, one (1) oil pressure, one (1) voltmeter, one (1) speedometer odometer combination, one (1) transmission temperature gauge in cab showing heat in degrees or percentages with over temperature indicator light and test button mounted on dashboard, one (1) tachometer, one (1) hour meter, one (1) maintenance required indicator for catalytic converter if so equipped and one (1) air pressure. Air pressure gauge must provide audible warning whenever system pressure is below 60PSI. All gauges must be provided with lights for night operation.

3.23 Fuel Tank and Location

Diesel 75 gallon minimum, left side frame mounted. Fuel fill shall be protected from winter mud accumulation to prevent contamination of fuel.

3.24 Seat

Adjustable and weather resistant for driver and one (1) passenger. Cab floor, seats and doors shall be so arranged as to enable driver to enter and leave the cab with ease and dispatch. Right side (drivers) seat to be air suspension type, equal to Bostrom 910 with Cordua Plus covering. Seat air control valve shall not be located between doghouse and seat.

3.25 Cab Steps

The cab entry system shall be designed and constructed for maximum safety and ease of entry and exit. The steps shall be of a non-slip self-cleaning type, strong enough to support drivers and passengers weighing in excess of 225 pounds entering and exiting the cab.

Maximum step height shall be 18 inches from the ground to top of first step.

3.26 Miscellaneous Equipment

- a. Wipers (windshield) - electrically or air operated. Minimum two speeds with intermittent feature.
- b. Fire extinguisher and bracket - 5# BC dry chemical with metal valves (not plastic) located to be readily accessible to driver inside cab. **NOTE: Fire extinguisher must have a current certification tag attached.**
- c. Triangle flare kit equal to Grote 71422 with mounting bracket installed behind the driver's seat and bolted to cab floor .
- d. Door locks - on both doors.

- e. Mirrors, - both sides, West Coast type standard, 7" x 16". Six (6) inch diameter convex mirror, equal to Grote 28041 to be mounted to mirror bracket below West Coast mirror, both sides and an additional mirror on the RH side above the west coast mirror. One additional mirror mounted on the left front corner of the cab providing view of left side and front of cab
- f. Door windows – passenger & drivers side both electric powered. Electric motor shall not impede operators legs/knees while operating vehicle.
- g. Window(s) rear of cab and to rear side of cab
- h. Seat belts - for operator and one (1) passenger. Anchorage to meet Federal Safety Standards. Three point retractable type for operator and passenger.
- i. Horn - electric and air operated.
- j. Grab handles - outside cab on right and left sides. Additionally there shall be a heavy-duty grab handle located on the inside panel of each door (centered approximately 2" below the windowsill) for ease of getting into the cab and of closing the doors after entering.
- k. Fenders and/or mud flaps - to prevent front tires from kicking road dirt onto body and or fuel tank (Fenders mounted to frame desired.)
- l. Front bumper, full width of vehicle.
- m. Tow hooks/tow eyes - two (2) attached to front frame adequately reinforced for towing fully loaded vehicle.
- n. Sun visors - dual.
- o. Before delivery to the City of Sacramento and before acceptance by the City - all spring "U" bolts, PTO mounting bolts, rear differential mounting bolts, rear axle flange bolts, etc. shall be re-torqued to factory specification "manually" by use of hand held torque wrench. (Impact wrench is not acceptable).
- p. Auxiliary 12-volt power feed and ground studs.
- q. Doghouse insulation shall be sufficient to preclude heat from entering cab through doghouse area. Insulation shall be attached so insulation will not fall onto engine.
- r. Interior doghouse covering shall be constructed of ABS plastic, or padded covering to match color of interior.
- s. Doors Panels, color to match interior.
- t. Factory installed AM/FM radio with speakers and antenna. Antenna shall be located toward rear of cab.
- u. Ignition and door keys shall be keyed alike. **All trucks shall use the same key.**
- v. Dash or roof mounted interior fan accessible to operator.
- w. Installation of Zonar EVIR with GPS, location of unit shall be determined by City staff. City will have unit activated when units are received.

- x. The City shall supply the appropriate City decals to the bidder for installation on vehicles prior to delivery. This cost shall be included in the cost of the chassis.
- y. Truck dealer / truck manufacturer shall provide a right hand door bracket to allow mounting of additional arm control switches. Contact Wayne Engineering to determine if they are necessary for mounting on chassis.

3.27 Paint Finish

- a. Cab and body shall be primed with and painted with a finish coat of white polyurethane paint, equal to Martin Senour Stock # 42075.
- b. Chassis shall be painted black.
- c. Paint to be lead free.
- d. Successful bidder may be required to furnish manufacturer's safety data sheet (MSDS) for the paint used.

3.28 Questionnaire for truck cab and chassis shall be completed and returned with bid.

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

_____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

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

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is "Yes":

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

100 Opportunity St.
Sacramento, CA 95838

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 115817

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 150 days after receipt of order (ARO).

NOTE: Liquidated damages of \$100 per day shall be paid to the City of Sacramento for each day past 150 days from the issuance of the purchase order that the unit is not delivered to Wayne Engineering.

4. PAYMENT DISCOUNT

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

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

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

5. MANUFACTURERS SPECIFICATION

Page 26, Items (a) and (c)

6. NEAREST FACTORY AUTHORIZED SERVICE CENTER

Page 28, Warranty, Item (d). Bidders must list the nearest factory authorized service center responsible for warranty and other repairs:

Sacramento Truck Center

7. AXLES

Page 32, Section 3.8(a), Meritor MFS-20-133 front axle or proposed equal: YES

Page 32, Section 3.8(b), Meritor RT40-145P rear axle or proposed equal: YES

8. WHEELS AND TIRES

Page 34, Section 3.19(a & b), Alcoa disc type wheels or proposed equal: YES

Page 35, Section 3.19(c & d), Goodyear Unisteel #G159 tires or proposed equal: YES

9. BRAKES

Page 35, Section 3.20(d), Meritor "Q+" front brakes or proposed equal: YES

Page 35, Section 3.20(e), Meritor "Q+" rear brakes or proposed equal: YES

10. AIR DRIER

Page 35, Section 3.20(i), Bendix #AD-IP air drier or proposed equal : YES

11. SEAT

Page 36, Section 3.24, Bostrom seat with Cordua Plus covering or proposed equal: YES

12. MISCELLANEOUS EQUIPMENT

Page 36, Section 3.26(c), Grote #71422 Triangle Flare Kit or proposed equal : YES

Page 37, Section 3.26(e), Grote #28041 Convex Mirror or proposed equal : YES

13. PAINT FINISH

Page 38, Section 3.27(a), Martin Senour #42075 or proposed equal : PPG equal YES

14. QUESTIONNAIRE

Page 43, Complete a separate questionnaire for chassis proposed.

15. EQUAL BENEFITS ORDINANCE

See Page 45

16. 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:

Sacramento / Fresno
State Where Bidder is Headquartered

City Of Sacramento Equipment Questionnaire

American LaFrance Make		Model London		2011 Year	
60000 GVW	Curb Weight		APPROX 215 TAD Wheel Base WAYNE		C/A
LNG: Cummins ISLG 320/1000		LNG 8.9L		No. 6 Cylinders	
Engine Model: ISC 330/1000		Displacement Diesel 8.3L		Gross HP Diesel 330	
Engine Type (LEV, ULEV, etc.) Both 2010 Emissions Certified				LNG 320	
Engine Fuel LNG or Diesel			CARB Certification? <input checked="" type="radio"/> Yes: No:		
see attached certifications Engine Emission Rating: Nox PM →			Engine Family Number		
245F Alt. Model	160 Output AMPS	1100 Battery CCA (ea)	Total Batteries 2		
Air Cleaner (Type) Dry 2-stage			Oil Filter (Type) Spin on		
Transmission: Type and No. of Speeds Allison Auto 6-sp					
Front Axle: Rated Capacity 20000			Springs (Type) Taperleaf 20K		
Rear Axle: Rated Capacity 40,000			Springs (Type) Hendrickson Haulmax		
Rear Axle No. of Speeds 1			Ratio 5.86		
Wheels: Type Aluminum		Rim Width 9.256R 8.25R		Size 22.5	
Tires: Size 31580R22.5 6R		Ply Rating 206R		Type Steel Radial	
Brakes: Type Air S-CAM			Booster		
Reserve Tank and Warning System: Lights & Buzzers					
Body: List size, name and capacity of attachments and other pertinent information					
Fuel Tanks mtd LH side Between bend and rear tires					
Leneatank on Diesel to be 10 gallons					
150 gallon LNG TANK / 80 Gallon Diesel					
Bidder's Firm Name: Sacramento Truck Center					
By: D. Muehler 6/22/11					

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: Sacramento Truck Center

Address: 100 Opportunity St, Sacto CA 95838

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

6/13/11
Date

Dean Needham
Print Name

Sales
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, new latest model year, unused, three axle, cab over truck chassis with right hand drive, as required, in accordance with the provisions and specifications contained herein. Quantities are estimates (based on forecasts for upcoming years) the City may purchase as necessary during last two years of this three year contract. Bids must be submitted in U.S. dollars.

All chassis will be dropped shipped **within 150 days from the date of issuance of purchase order(s) or liquidated damages will be assessed.** Delivery shall be to Wayne Engineering located at 701 Performance Drive, Cedar Falls, Iowa, where a 27 cubic yard capacity automated side loading body and lift arm assembly will be mounted onto the chassis. Vendor shall specify delivery dates upon notification of award.

Expedited delivery is critical to the City of Sacramento and may influence award of this bid.

Group I-Immediate Requirement

Item No.	Quantity	Description	Unit Price	Extension
1	15	Cab over Chassis RH drive	\$132,375 ⁰⁰	\$1,985,625 ⁰⁰
<i>American La France London</i> Proposed Manufacturer and Model for Chassis				
				8.75% sales tax \$173,742 ¹⁹
				CA Tire Tax \$315 ⁰⁰
Total Group I				\$2,159,682¹⁹

Optional Items:

Additional cost to provide a 2010 CARB certified LNG fueled engine 320 HP in lieu of a 2010 certified diesel engine with all of the necessary LNG fuel system fuel hardware including 155 gallon capacity fuel tank. (including all taxes). *Fuel Tank will be 150 gallons*

\$18,084⁰⁰ per unit

Additional cost to provide CARB certified hydraulic hybrid. HLA system or equal shall be capable of capturing and storing energy that would be wasted during vehicle's operation, then use the stored energy when needed to reduce fuel consumption. Provide regenerative braking, captures and stores the vehicle's kinetic energy, rather than dissipating it as friction.

*Currently not CARB certified
Certification is in progress
may require some other chassis modification
on LNG powered units*

Rex Roth System

\$53,000⁰⁰ per unit

Group 2- additional units to be purchased during the second or third year of the contract term

Item No.	Quantity	Description	Unit Price	Extension
2	25	Cab over Chassis RH drive	\$ <u>132,375⁰⁰</u>	\$ <u>3,309,375⁰⁰</u>

American LaFrance Condon
Proposed Manufacturer and Model for Chassis

*pricing for this group will be applicable for orders received prior to August 15, 2012

8.75% sales tax \$ 289,570³¹
 CA Tire Tax \$ 525⁰⁰
 Total Group II \$ 3,599,470³¹
 Total Bid \$ 5,759,152⁵⁰

Optional Items:

Additional cost to provide a 2010 CARB certified LNG fueled engine 320 HP in lieu of a 2010 certified diesel engine with all of the necessary LNG fuel system fuel hardware including 155 gallon capacity fuel tank. (including all taxes).

\$ 18,084⁰⁰ per unit

Additional cost to provide CARB certified hydraulic hybrid. HLA system or equal shall be capable of capturing and storing energy that would be wasted during vehicle's operation, then use the stored energy when needed to reduce fuel consumption. Provide regenerative braking, captures and stores the vehicle's kinetic energy, rather than dissipating it as friction.

Rox Roth System if and when it becomes CARB certified \$ 57,500⁰⁰

Dean Newham
Sacramento Truck Center
6/22/11

Diesel Units

CITY OF SACRAMENTO, SACRAMENT TRUCK CENTER, DIESEL ASL, 06/16/2011

132375

BASE MODEL

TR03 001-552 AMERICAN LAFRANCE CONDOR LOW CAB FORWARD CHASSIS

VEHICLE CONFIGURATION

002-004 SET BACK AXLE - TRUCK
 019-002 STRAIGHT TRUCK PROVISION

STEERING LOCATION

003-002 RH PRIMARY STEERING LOCATION

ENGINE & ENGINE EQUIPMENT

101-2G3 CUMMINS 8.3L ISC-330, 330 HP@2000/1000 FT-LB@1400, 2200 GOVERNED SPEED (3000RDS ONLY)
 107-032 WABCO/CUMMINS 18.7 CFM COMPRESSOR
 266-1AP 1500 SQUARE INCH COPPER/BRASS RADIATOR (AVAILABLE ONLY/REQ'D FOR FEPTO)
 168-003 STEEL LOWER RADIATOR AND OIL PAN GUARDS
 103-036 ANTI-FREEZE TO -30F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT
 188-075 STATIONARY VERTICAL AIR INTAKE LOCATED RH SIDE
 190-058 RACOR ECO III 1-STAGE AIR CLEANER WITH SAFETY ELEMENT
 192-032 AIR CLEANER MOUNTED HORIZONTAL RH SIDE ABOVE FRAME RAIL (LH EXHAUST)
 191-998 NO AIR INTAKE BRIGHTWORK
 193-005 RAM AIR SCOOP
 124-1DK DR 12V 160 AMP 24-SI QUADRAMOUNT PAD ALTERNATOR
 290-085 STEEL BATT BOX FRAME MTD LEFT-HAND SIDE, LOWERED 5"
 289-009 NON-METALLIC BATTERY BOX COVER
 292-098 (2) 1231 GRP 31 12V MF 2200 CCA THREADED STUD BATTERIES
 293-037 FLAMING RIVER BATTERY SHUTOFF SWITCH W/LOCK PROVISION MTD AFT SIDE OF BAT BOX OUTBOARD OF FRAME
 295-021 POSITIVE & NEGATIVE POSTS FOR JUMPSTART MOUNTED TO SIDE OF BATTERY BOX
 155-064 DELCO 12V 39MT+ HD STARTER W/INTEGRATED MAGNETIC SWITCH (DIESEL ENGINE ONLY)
 156-007 KEY OPERATED IGN SWITCH & INTEGRAL START POSITION 4 POSITION OFF/RUN/START/ACC
 130-003 SANDEN COMPACT AIR CONDITIONER COMPRESSOR
 016-1B3 LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT DEVICE WITH TOPSTACK
 234-026 VERTICAL AFTERTREATMENT DEVICE
 235-086 LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT DEVICE
 233-016 STAINLESS STEEL MUFFLER INLET ELBOW(S) WITH BRIGHT STAINLESS STEEL STACK(S)
 237-1AJ VERTICAL TAILPIPE(S) WITH 90 DEGREE CURVED TOP STACK
 239-302 11 FT CALIFORNIA APPROVED EXHAUST SYSTEM HEIGHT/LENGTH
 242-043 ALUMINUM AFTERTREATMENT SYSTEM SHIELDING (DIESEL ENGINE ONLY)
 110-003 CUMMINS SPIN ON FUEL FILTER
 118-007 FLEETGUARD LF-9009 COMBINATION FULL FLOW/BYPASS OIL FILTER - ENGINE MOUNTED
 120-021 FLEETGUARD COOLANT FILTER, W/(2) SHUTOFF VALVES INLET/OUTLET SIDES
 114-998 NO BYPASS OIL FILTER
 132-001 AIR INTAKE WARMER (ISC-ISL DIESEL ONLY)
 23C-001 10 GALLON DEF TANK, NON-HEATED, LH RAIL MOUNTING
 23G-103 3 GALLON DEF FLUID (DIESEL ONLY)
 166-998 NO OIL PREHEATER
 138-998 NO BLOCK HEATER
 140-998 NO ENGINE HEATER RECEPTACLE
 360-011 1350 ADAPTER FLANGE FOR FRONT PTO PROVISION, SAE B 2-BOLT, 4" HOLE, VERTICALLY ALIGNED
 149-020 CRUISE CONTROL - ELECTRONIC ENGINE WITH SWITCHES IN RH SWITCH PANEL
 148-004 PROGRAMMABLE RPM CONTROL WITH PRE-SET FAST IDLE
 152-041 ELEC ENG INTEGRAL SHUTDOWN PROTECTION SYSTEM
 150-008 CUMMINS ELECTRONIC ENGINE CONTROLS
 128-998 NO ENGINE BRAKE
 276-001 AUTOMATIC CONTROL W/O DASH SWITCH
 ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
 28F-002

TRANSMISSION AND TRANSMISSION EQUIPMENT CONDOR HD

342-582 ALLISON 3000 RDS AUTOMATIC TRANSMISSION W/ PTO PROVISION (ONLY ISC & ISL-G ENG)
 595-086 SYNTHETIC LUBE TRANSMISSION & SYNTHETIC LUBE 75W-90 ALL AXLES
 343-1AG WTEC CALIBRATION - 6 SPEED WITH AUTO NEUTRAL RDS (PACKAGE 113)
 345-027 PUSH BUTTON, ELECTRONIC SHIFT CONTROL, ENGINE TUNNEL MOUNTED
 346-003 TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
 362-444 CUSTOMER INSTALLED TRANSMISSION PTO
 363-998 NO PTO MOUNTING LOCATION
 364-013 RIGHT HAND MOLDED POD AND ARMREST ONLY FOR CUSTOMER INSTALLED JOYSTICK

X	372-998	NO PTO CONTROLS
X	386-025	17N MERITOR (#2) DRIVELINE FULL RND (ALLISON 3000 SERIES ONLY)
X	388-008	17N MERITOR (#3) DRIVELINE FULL RND
X	393-998	NO DRIVELINE GUARD

FRONT AXLE

X	400-1AC	MFS-20-133A FL1 20,000# SINGLE FRONT AXLE
X	409-002	CHICAGO RAWHIDE SCOTSEAL CLASSIC FRONT OIL SEALS
X	418-001	IRON FRONT HUBS
X	402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
X	403-012	REFUSE SEVERE SERVICE, NON-ASBESTOS FRONT LINING
X	405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
X	419-021	GUNITE CAST IRON FRONT BRAKE DRUMS
X	427-998	NO FRONT BRAKE DUST SHIELDS
X	502-272	ALCOA 893630 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUM DISC FRONT WHLS
X	524-998	NON POLISHED ALUMINUM FRONT WHEELS
X	962-998	NO PAINT FINISH FRONT WHEELS/RIMS
X	093-350	GOODYEAR G289 WHA 315/80R22.5 20 PLY RADIAL FRONT TIRES (20,000 LBS)
X	536-090	TRW TAS-85 POWER STEERING WITH LH RAM ASSIST (REQUIRED FOR 18K AND 20K AXLES)
X	539-006	VICKERS V20 POWER STEERING PUMP
X	533-998	NO OIL/AIR POWER STEERING COOLER
X	620-025	20,000# TAPERLEAF FRONT SUSPENSION
X	619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION

REAR AXLE

X	420-102	RT-40-145P R-SERIES TANDEM REAR AXLE @ 40,000#
X	421-586	5.86 REAR AXLE RATIO
X	452-998	NO TRACTION EQUALIZER
X	440-001	CHICAGO RAWHIDE SCOTSEAL CLASSIC REAR OIL SEALS
X	450-001	CONMET ALUMINUM REAR HUBS
X	438-998	NO HUBODOMETER
X	503-998	NO CAST SPOKE REAR WHEELS
X	42T-001	STANDARD REAR AXLE BREATHER(S)
X	423-020	MERITOR 16.5 X 7 Q+ CAST SPIDER CAM REAR BRAKES WITH DOUBLE ANCHORS AND FABRICATED SHOES
X	426-075	HALDEX LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
X	433-035	REFUSE SEVERE SERVICE NON-ASBESTOS REAR LINING
X	451-021	GUNITE CAST IRON REAR BRAKE DRUMS
X	425-998	NO REAR BRAKE DUST SHIELDS
X	434-003	STANDARD BRAKE CHAMBER LOCATION
X	505-828	ALCOA 88367X 22.5X8.25 10-HUB PILOT ALUMINUM REAR
X	525-998	NO POLISHED REAR WHEELS
X	966-998	NO PAINT FINISH REAR WHEELS/RIMS
X	094-0JT	GOODYEAR G182 11R22.5 14 PLY RADIAL REAR TIRES (24,000 lbs/axle)
X	622-241	HENDRICKSON HN402 REAR SUSPENSION @ 40,000#
X	621-035	HENDRICKSON HN 400/460 - 9.56" RIDE HT
X	624-009	54" AXLE SPACING
X	628-010	HENDRICKSON HN AND HAULMAAX SERIES STEEL BEAMS WITH BAR PIN
X	623-006	FORE/AFT AND TRANSVERSE CONTROL RODS
X	439-998	NO REAR SHOCK ABSORBERS

ABS AND AIRING SYSTEM CONDOR HD

X	490-100	WABCO 4S/4M ABS W/O TRACTION CONTROL ENHANCEMENT
X	882-041	ONE VALVE PARKING BRAKE SYSTEM (PP1) OFFSET TOWARDS DRIVERS POSITION
X	883-998	NO TRAILER HAND CONTROL BRAKE VALVE
X	878-001	INTERAXLE AND/OR DIFFERENTIAL LOCKOUT WITH INDICATOR LIGHT
X	874-998	NO PUSHER/TAG AXLE LIFT
X	890-998	NO 5TH WHEEL PLUMBING
X	901-001	COTTON BRAID HOSE FRONT SERVICE BRAKE
X	902-001	COTTON BRAID HOSE REAR SERVICE BRAKE
X	904-001	COTTON BRAID PARKING BRAKE HOSE
X	910-998	NO REAR CHASSIS SUSPENSION AIR PIPING
X	914-998	NO PLUMBING FOR AIR TO EOF
X	919-998	NO OPTIONAL CHASSIS AIR SYSTEM PIPING, VALVES, OR AIR UNLOADER SYSTEM
X	896-998	NO PLUMBING FOR LIFT AXLE
X	871-001	REINFORCED NYLON,FABRIC BRAID/WIRE BRAID CHASSIS AIR LINES
X	482-998	NO TRACTOR PROTECTION VALVE
X	476-998	NO AIR HOSE HANGER

X	481-998	NO TRAILER AIR HOSE
X	484-998	NO TRAILER CABLE & GLAD HAND STORAGE
X	460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
X	46A-998	NO AUXILIARY AIR TANK
X	477-042	PETCOCK DRAIN VALVES ON ALL AIR TANKS CENTRALLY LOCATED TO FRAME MOUNTED BRACKET(S)
X	480-034	BW AD-IP BRAKE LINE AIR DRYER W/HEATER
X	479-003	AIR DRYER MTD ON LH RAIL/ INBOARD
X	485-998	NO EXTERNAL CHARGING GLADHAND

WHEELBASE, FRAME & EQUIPMENT

X	545-547	5475MM (216") WHEELBASE (40 or 46,000 rear gvw requires frame liner)
X	552-014	1900MM (75") REAR FRAME OVERHANG
X	546-102	7/16" X 3-9/16" X 11-1/8" STEEL FRAME (11.11MM X 282.6MM/.437" X 11.13") 120KSI
X	547-998	NO INNER FRAME REINFORCEMENT
X	551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS
X	549-019	1" BOLT-ON FRONT FRAME SPACER
X	558-001	FRONT TOW HOOKS - FRAME MOUNTED
X	558-011	FRONT TOW PIN & CLEVIS - BUMPER MOUNTED
X	587-998	NO REAR TOWING DEVICE
X	553-001	SQUARE END OF FRAME
X	607-998	CHASSIS CONFIGURATION - NONE
X	560-002	OVERSLUNG CROSSMEMBER (at transmission, engineering driven, n/a w/single rear axle)
X	562-001	STANDARD MIDSHIP CROSSMEMBERS
X	565-002	HEAVY DUTY SUSPENSION CROSSMEMBER
X	572-001	STANDARD REARMOST CROSSMEMBER
X	556-052	10" PAINTED STEEL BUMPER - HD 1/4"
X	575-001	REAR LICENSE PLATE MOUNT END OF FRAME
X	578-998	NO FIFTH WHEEL
X	577-998	NO 5TH WHEEL LOCATION
X	579-998	NO FIFTHWHEEL RELEASE/INST.
X	582-998	NO 5TH WHEEL LEG HEIGHT
X	586-998	NO FRONT MUD FLAPS
X	585-998	NO MUD FLAP(S) BRACKETS
X	590-998	NO REAR MUDFLAP
X	592-998	NO DECK PLATE
X	583-998	NO REAR QUARTER FENDERS

FUEL SYSTEMS CONDOR HD

X	204-154	80 GALLON / 302 LITER ALUMINUM FUEL TANK - LH
X	206-998	NO RH FUEL TANK
X	212-007	FUEL TANK(S) FORWARD
X	218-006	25" DIAMETER FUEL TANK(S)
X	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL TANK, PAINTED BANDS
X	219-004	FUEL DRAW - INBOARD
X	230-998	NO BETWEEN RAIL FUEL TANK
X	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
X	216-020	INBOARD FUEL SYSTEM
X	213-998	NO FUEL LINE INSULATION
X	220-998	NO FUEL HEATER
X	221-001	FUEL COOLER (diesel engine only)

FUEL TANK ACCESSORIES

X	205-001	FUEL TANK CAP(S)
X	210-008	MAGNETIC DRAIN PLUG FOR FUEL TANK (DIESEL TANK ONLY)
X	122-1D1	RACOR 490RP-1210 FUEL/WATER SEPARATOR WITH PRIMER PUMP, SIGHT BOWL AND WATER SENSOR LIGHT

CAB EXTERIOR

X	829-068	68" BBC LOW CAB FORWARD ALUMINUM CAB
X	653-015	RH CAB DOOR WITH 90 DEGREE DOOR STRAP
X	767-035	CAB SIDEWALL WINDOWS - TINTED, FIXED 8"X34", LH/RH (68" CAB ONLY)
X	661-006	CAB DOOR WINDOWS - TINTED, LH/RH
X	768-032	CAB BACKWALL WINDOW - (1) TINTED 20"X36" CENTER, FIXED
X	769-998	CAB LOWER DOOR WINDOW - NONE
X	670-006	HYDRAULIC CAB TILTMECHANISM WITH MANUAL PUMP, LOCATED BEHIND CAB LH SIDE
X	744-007	DUAL CAB MIRRORS - VELVAC 7" X 16", STAINLESS STEEL, MANUAL ADJUSTMENT, NON-HEATED, WITH LOWER 8" ROUND CONVEX
X	74A-998	NO MIRROR AUXILIARY UPPER - DOWN VIEW, CAB SIDE
X	665-998	NO CHASSIS ACCESS STEPS

X	065-000	PAINT - CAB ONE SOLID COLOR
X	980-3ZB	CAB COLOR A: B91776 WHITE PPG
X	964-993	BUMPER PAINTED SAME AS CHASSIS
X	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
X	764-998	NO CAB EXTERIOR SUN VISOR
X	649-998	NO FRONT CAB GUARD
X	648-002	CAB GRILLE SCREEN - NON-REMOVABLE BUGSCREEN MTD BEHIND GRILLE
X	674-998	NO CAB GRAB HANDLE CHASSIS ACCESS
X	660-002	CAB WINDSHIELD WIPER - DUAL ELECTRIC MOTORS WITH DELAY FEATURE

CAB INTERIOR

X	700-002	HEATER, DEFROSTER AND AIR CONDITIONER
X	703-014	MAIN HVAC CONTROLS WITH MANUAL AIR CONDITIONER ON/OFF SWITCH
X	170-016	STANDARD PLUMBING W/SHUTOFF VALVES
X	698-023	LOW PROFILE ROOF MOUNTED AIR CONDITIONER CONDENSOR WITH DUAL FAN
X	702-012	BINARY CONTROL, R-134A, W/RECEIVER DRIER
X	707-019	GRAY STANDARD INTERIOR
X	772-003	SLIP RESISTANT FLOORING
X	708-021	ABS UPPER AND BALANCE PAINTED ALUMINUM RH DOOR TRIM
X	711-998	NO DOOR MOUNTED ARM REST
X	654-011	RH AND LH ELECTRIC POWERED WINDOWS
X	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
X	540-020	2-SPK 450MM(18") BLACK STEERING WHEEL(S)
X	185-004	STANDARD FOOT PEDAL SYSTEM
X	756-081	BOSTROM 910 HIGH BACK TALLADEGA AIR SUSPENDED DRIVER'S SEAT
X	758-003	CORDURA PLUS CLOTH DRIVER'S SEAT COVER
X	760-026	BOSTROM HI-BACK NON-SUSPENSION PASSENGER SEAT (N/A ON DUAL DRIVE TRUCKS)
X	761-003	CORDURA PLUS CLOTH PASSENGER SEAT COVER
X	762-998	NO REAR CREW SEATS
X	755-998	NO SEAT COVERS PASSENGER,REAR
X	763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEATBELTS
X	757-998	NO SEAT SKIRT(S)
X	759-998	NO SEAT ARMREST
X	693-019	LH/RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
X	785-998	NO DASH MOUNTED ASH TRAYS & LIGHTER
X	720-998	NO FIRE EXTINGUISHER
X	722-002	TRIANGULAR REFLECTORS W/O FLARES
X	714-998	NO FIRST AID KIT

INSTRUMENTS AND CONTROLS

X	732-006	INTEGRAL GAUGES MTD IN INSTUMENT PANEL CLUSTER
X	017-072	CONDOR STANDARD GAUGE PACKAGE
X	810-027	ELECTRONIC MPH SPEEDOMETER W/ SECONDARY KPH SCALE, W/O ODOMETER
X	812-001	ELECTRONIC TACHOMETER 3000 RPM
X	844-021	2" ELECTRIC FUEL GAUGE WITH INTEGRATED DEF GAUGE
X	847-002	IN TANK FUEL LEVEL SENDER(S)
X	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE (PSI ONLY)
X	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE (PSI ONLY)
X	854-998	NO ENGINE OIL TEMPERATURE GAUGE
X	856-001	ELECTRICAL ENGINE COOLANT TEMP GAUGE
X	198-015	AIR RESTRICTION GAUGE, AIR CLEANER MTD
X	864-001	TRANSMISSION OIL TEMPERATURE GAUGE
X	866-998	NO AXLE TEMPERATURE GAUGE
X	838-998	NO AIR APPLICATION GAUGE
X	830-015	TRIP HOUR METER INTEGRAL W/SPEEDOMETER MESSAGE CENTER (SMC)
X	836-010	VOLTMETER; LOW VOLTAGE WARNING LIGHT & BUZZER
X	846-998	NO AMMETER
X	727-072	HADLEY AIR HORN, SINGLE BASE; 2 TRUMPETS DUAL TONE 12.5/10.25" MTD BEHIND GRILLE
X	736-998	NO OBSTACLE DETECTION SYSTEM
X	73A-998	NO REAR REFLECTIVE DEVICE
X	746-1AF	AM/FM/WB RADIO
X	747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO
X	748-998	NO CB RADIO/PROVISION
X	749-998	NO CB RADIO MOUNTING PROVISION
X	750-002	(2) RADIO SPEAKERS (CAB ONLY)
X	752-998	NO CB ANTENNA, BRACKET OR LEAD

753-018 AM/FM FLEXIBLE COMPOSITE ANTENNA MTD ON LH FRONT A-PILLAR

ELECTRICAL SYSTEMS AND CONTROLS CONDOR HD

329-998 NO EXTRA SWITCH IN DASH
 284-045 (2) DASH MNTD POWER RECEPT (REQUIRES 284-998 NO DASH 12 V. OUTLETS)
 315-998 NO ROADLIGHTS
 302-001 (5) AMBER LED MARKER LIGHTS
 294-025 WIRING HARNESS ONLY TO END OF FRAME FOR STOP, TAIL, TURN SIGNALS
 311-001 DAYTIME RUNNING LAMPS
 304-001 MARKER LIGHT SWITCH INTEGRAL W/HEADLIGHT SWITCH
 299-020 SELF-CANCEL TURN SIGNAL SWITCH W/DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
 721-016 ECCO MODEL 917 AUTOMATIC SELF-ADJUSTING BACKUP ALARM WITH REVERSE MOTION SENSOR
 71T-998 NO SMOKE/CO2 DETECTOR
 310-998 NO TRAILER ELECTRICAL CABLE
 296-998 NO SPECIAL PRIMARY RECEPTACLE WIRING
 297-998 NO TRAILER CABLE RECEPTACLE
 331-998 NO SUPPLEMENTAL ISO 3731 7-WAY TRAILER ABS RECEPTACLE
 303-998 NO ADDITIONAL TRAILER CABLE RECEPT

VOCATION AND COMMODITY

A84-1GM GOVERNMENT BUSINESS SEGMENT
 A85-001 REFUSE SERVICE
 AA1-002 TRUCK CONFIGURATION
 AA2-998 NO TRAILER SPECIFIED
 AA3-062 REFUSE SIDE LOAD OR REAR PACKER BODY (NO LANDFILL OPERATION)
 AA4-013 MOIST BULK COMMODITY
 AA5-002 100% (ALL) OF THE TIME, IN-TRANSIT, IS SPENT ON PAVED ROADS
 AB1-006 MAXIMUM 6% EXPECTED GRADE
 AB5-001 SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT SERVICE
 AH6-998 NO TRAILERS
 A63-99D EXPECTED GROSS VEHICLE WGT CAPACITY
 A66-99D EXPECTED FRONT AXLE(S) LOAD
 A68-99D EXPECTED REAR DRIVE AXLE(S) LOAD

DOMICILE

AA6-001 DOMICILED, USA 50 STATES (WITH CALIFORNIA, INCLUDES OPT IN STATES)

CONDOR BASE OPTIONS

004-212 2012 MODEL YEAR SPECIFIED
 99C-010 2010 EPA/CARB EMISSION CERTIFICATION
 105-022 REMOTE ENGINE MOUNTED OIL CHECK & FILL
 106-002 ELECTRONIC FOOT ACCELERATOR
 131-002 TEFLON COMPRESSOR DISCHARGE LINE
 160-012 DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1587/1708/1939, LOCATED BELOW DASH
 162-002 IGNITION SWITCH CONTROLLED ENGINE STOP
 171-007 GATES BLUE STRIPE COOLANT HOSES
 172-001 CONSTANT TORQUE HOSE CLAMPS FOR COOLANT HOSES
 207-998 NO FUEL TANK SCREENS
 232-505 5 GALLONS ADDITIONAL FUEL
 270-010 RADIATOR DRAINCOCK
 273-018 HORTON DRIVEMASTER ON/OFF FAN DRIVE
 280-008 TRUCK ELECTRICAL SCHEMATIC/MANUAL 12V
 285-005 AUTO SELF-RESET CIRCUIT BREAKERS AND FUSES
 298-019 NON-POLARITY SENSITIVE ELECTRONIC FLASHER
 300-014 STANDARD FRONT WITH SURFACE MOUNTED SIDE AUX TURN SIGNAL

X	312-003	DUAL RECTANGULAR HALOGEN HEADLIGHTS
X	316-998	NO SPOTLIGHTS
X	318-998	NO UTILITY/ADVERTISING LIGHT
X	320-004	STANDARD WIRING
X	324-068	DOOR ACTIVATED CENTER DOME LAMP W/SWITCH
X	339-998	NO INTERLOCK/ELECTRICAL LOAD MANAGER
X	341-018	MAGNETIC PLUGS, ENGINE DRAIN TRANSMISSION DRAIN, AXLE(S) FILL & DRAIN
X	34V-023	ALLISON 4TH GEN A42
X	353-001	TRANSMISSION VEHICLE INTERFACE CONNECTOR WIRED TO TRANSMISSION ECU
X	365-998	NO JOYSTICK WIRING/PLUMBING
X	370-006	WATER TO OIL TRANSMISSION COOLER
X	385-998	NO MAIN DRIVELINE HARDWARE
X	404-074	HALDEX LONG STROKE FRONT BRAKE CHAMBERS
X	408-001	VENTED FRONT HUB CAPS - OIL
X	410-001	FRONT SHOCK ABSORBERS
X	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
X	486-001	LOW AIR PRESSURE LIGHT AND BUZZER
X	488-998	NO AUXILIARY AIR OUTLET
X	498-998	NO TIRE VALVE STEM/CAP/EXTENSIONS
X	513-998	NO PUSHER/TAG WHEEL DUAL RIM SPACER
X	534-003	4 QUART POWER STEERING RESERVOIR
X	574-001	BUMPER MTG FOR SINGLE LICENSE PLATE
X	646-028	PAINTED CAB MTD GRILL W/QUICK-RELEASE LATCHES
X	650-009	RUBBER CAB MOUNTS
X	651-015	LH CAB DOOR WITH 90 DEGREE DOOR STRAP
X	652-020	AMERICAN LAFRANCE CONDOR NAME PLATES
X	655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
X	657-1B7	ALL UNITS IN A FLEET OF TRUCKS, KEYED ALIKE, USE KEY CODE Z218
X	659-003	1 GALLON WINDSHIELD WASHER RESERVOIR
X	663-013	TINTED WINDSHIELD
X	667-020	BLACK POLYURETHANE QUARTER FENDER BEHIND FRONT WHEEL
X	67A-002	ADDITIONAL CAB INTERIOR TRIM
X	671-001	HYDRAULIC CAB LATCH
X	677-005	FIXED CAB MOUNTED STEPS RH/LH FOR CAB ENTRY
X	678-006	INTERIOR AND EXTERIOR GRAB HANDLES FOR CAB ACCESS ON DRIVER AND PASSENGER SIDES
X	679-001	OVERHEAD INSTRUMENT PANEL
X	680-004	LOW CAB FORWARD DASH
X	686-001	TWO GRABHANDLES MOUNTED ON FRONT OF CAB BELOW WINDSHIELD
X	689-998	NO AUXILIARY HEATER/AIR CONDITIONER
X	690-002	TUNNEL/FIREWALL LINER
X	691-001	FORWARD ROOF MOUNTED CONSOLE
X	701-001	STANDARD HVAC DUCTING
X	705-998	NO MISC CUSTOM CAB REQUIREMENTS
X	706-021	ABS UPPER AND BALANCE PAINTED ALUMINUM LH DOOR TRIM
X	726-001	SINGLE ELECTRIC HORN
X	734-004	GRAY CENTER INSTRUMENT PANEL
X	735-998	NO ACCESSORY INSTRUMENT PANEL
X	739-020	CAB INSULATION W/ADDITIONAL NOISE/ THERMAL TREATMENT
X	75A-998	NO RADIO-MTG,UHF/VHF
X	754-001	2" FENDER EXTENSIONS
X	765-002	DRIVER / PASSENGER INTERIOR SUN VISORS
X	860-002	STANDARD WIRING-CAB,DASH,CENTER
X	870-001	BLACK GAUGE BEZELS
X	876-998	NO AIR PP/ELECT AXLE SHIFT,CAB
X	963-002	RUST PREVENTION COATING ON UNDERSIDE OF CAB

NOTES/SPECIAL REQUESTS

X		TWO (2) ADDITIONAL CONVEX MIRRORS, 1 EACH SIDE MOUNTED ABOVE PRIMARY MIRRORS
X		POLECAT BUBBLE MIRROR MOUNTED ON FRONT LEFT CORNER OF CAB
X		
X		
X	OK	REMOTE ENGINE OIL CHECK AND FILL
X	OK	ALL UNITS KEYED ALIKE (Z218 CODE)
X		

LNG UNITS

CITY OF SACRAMENTO, SACRAMENTO TRUCK CENTER, LNG RH ASL, 16/15/2011

150459⁰²

BASE MODEL

TR05 001-552 AMERICAN LAFRANCE CONDOR LOW CAB FORWARD CHASSIS

VEHICLE CONFIGURATION

002-004 SET BACK AXLE - TRUCK
 019-002 STRAIGHT TRUCK PROVISION

STEERING LOCATION

003-002 RH PRIMARY STEERING LOCATION

ENGINE & ENGINE EQUIPMENT

101-2J7 CUM ISL G 320 - 320 @ 2000 RPM / 1000LB/FT @ 1300 / 2200 GOV SPD
 107-032 WABCO/CUMMINS 18.7 CFM COMPRESSOR
 266-1AP 1500 SQUARE INCH COPPER/BRASS RADIATOR (AVAILABLE ONLY/REQ'D FOR FEPTO)
 168-003 STEEL LOWER RADIATOR AND OIL PAN GUARDS
 103-036 ANTI-FREEZE TO -30F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT
 188-075 STATIONARY VERTICAL AIR INTAKE LOCATED RH SIDE
 190-058 RACOR ECO III 1-STAGE AIR CLEANER WITH SAFETY ELEMENT
 192-032 AIR CLEANER MOUNTED HORIZONTAL RH SIDE ABOVE FRAME RAIL (LH EXHAUST)
 014-1CM VERTICAL SNORKEL AND RACOR HIGH CAPACITY AIR CLNR MTD HORIZ. RH BOC
 191-998 NO AIR INTAKE BRIGHTWORK
 193-005 RAM AIR SCOOP
 124-1DK DR 12V 160 AMP 24-SI QUADRAMOUNT PAD ALTERNATOR
 290-004 TEMPORARY MOUNTED WOODEN BATTERY BOX MOUNTED ON FRAME
 289-998 NO BATTERY BOX COVER
 292-098 (2) 1231 GRP 31 12V MF 2200 CCA THREADED STUD BATTERIES
 293-037 FLAMING RIVER BATTERY SHUTOFF SWITCH W/LOCK PROVISION MTD AFT SIDE OF BAT BOX OUTBOARD OF FRAME
 295-021 POSITIVE & NEGATIVE POSTS FOR JUMPSTART MOUNTED TO SIDE OF BATTERY BOX
 155-054 DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION (ISL-G engine only)
 156-007 KEY OPERATED IGN SWITCH & INTEGRAL START POSITION 4 POSITION OFF/RUN/START/ACC
 130-003 SANDEN COMPACT AIR CONDITIONER COMPRESSOR
 016-1B3 LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT DEVICE WITH TOPSTACK
 234-018 SINGLE STAINLESS STEEL VERTICAL CATALYTIC MUFFLER
 235-086 LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT DEVICE
 233-016 STAINLESS STEEL MUFFLER INLET ELBOW(S) WITH BRIGHT STAINLESS STEEL STACK(S)
 237-1AJ VERTICAL TAILPIPE(S) WITH 90 DEGREE CURVED TOP STACK
 239-302 11 FT CALIFORNIA APPROVED EXHAUST SYSTEM HEIGHT/LENGTH
 242-011 ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S) (ISL-G ENGINE ONLY)
 110-017 CUMMINS SUPPLIED FLEETGUARD COALESCING FILTER (LOW PRESSURE) CNG/LNG
 118-007 FLEETGUARD LF-9009 COMBINATION FULL FLOW/BYPASS OIL FILTER - ENGINE MOUNTED
 120-021 FLEETGUARD COOLANT FILTER, W/(2) SHUTOFF VALVES INLET/OUTLET SIDES
 114-998 NO BYPASS OIL FILTER
 132-998 NO AIR INTAKE WARMER
 166-998 NO OIL PREHEATER
 138-998 NO BLOCK HEATER
 140-998 NO ENGINE HEATER RECEPTACLE
 360-011 1350 ADAPTER FLANGE FOR FRONT PTO PROVISION, SAE B 2-BOLT, 4" HOLE, VERTICALLY ALIGNED
 149-020 CRUISE CONTROL - ELECTRONIC ENGINE WITH SWITCHES IN RH SWITCH PANEL
 148-004 PROGRAMMABLE RPM CONTROL WITH PRE-SET FAST IDLE
 152-041 ELEC ENG INTEGRAL SHUTDOWN PROTECTION SYSTEM
 150-008 CUMMINS ELECTRONIC ENGINE CONTROLS
 128-998 NO ENGINE BRAKE
 276-001 AUTOMATIC CONTROL W/O DASH SWITCH
 28F-010 NO REGENERATION REQUEST SWITCH EXHAUST SENSOR WIRING ONLY (ISL-G ENGINE ONLY)

TRANSMISSION AND TRANSMISSION EQUIPMENT CONDOR HD

342-582 ALLISON 3000 RDS AUTOMATIC TRANSMISSION W/ PTO PROVISION (ONLY ISC & ISL-G ENG)
 595-086 SYNTHETIC LUBE TRANSMISSION & SYNTHETIC LUBE 75W-90 ALL AXLES
 343-1AG WTEC CALIBRATION - 6 SPEED WITH AUTO NEUTRAL RDS (PACKAGE 113)
 345-027 PUSH BUTTON, ELECTRONIC SHIFT CONTROL, ENGINE TUNNEL MOUNTED
 346-003 TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
 362-444 CUSTOMER INSTALLED TRANSMISSION PTO

X	363-998	NO PTO MOUNTING LOCATION
X	364-013	RIGHT HAND MOLDED POD AND ARMREST ONLY FOR CUSTOMER INSTALLED JOYSTICK
X	372-998	NO PTO CONTROLS
X	386-025	17N MERITOR (#2) DRIVELINE FULL RND (ALLISON 3000 SERIES ONLY)
X	388-008	17N MERITOR (#3) DRIVELINE FULL RND
X	393-998	NO DRIVELINE GUARD

FRONT AXLE

X	400-1AC	MFS-20-133A FL1 20,000# SINGLE FRONT AXLE
X	409-002	CHICAGO RAWHIDE SCOTSEAL CLASSIC FRONT OIL SEALS
X	418-001	IRON FRONT HUBS
X	402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
X	403-012	REFUSE SEVERE SERVICE, NON-ASBESTOS FRONT LINING
X	405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
X	419-021	GUNITE CAST IRON FRONT BRAKE DRUMS
X	427-998	NO FRONT BRAKE DUST SHIELDS
X	502-272	ALCOA 893630 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUM DISC FRONT WHLS
X	524-998	NON POLISHED ALUMINUM FRONT WHEELS
X	962-998	NO PAINT FINISH FRONT WHEELS/RIMS
X	093-350	GOODYEAR G289 WHA 315/80R22.5 20 PLY RADIAL FRONT TIRES (20,000 LBS)
X	536-090	TRW TAS-85 POWER STEERING WITH LH RAM ASSIST (REQUIRED FOR 18K AND 20K AXLES)
X	539-006	VICKERS V20 POWER STEERING PUMP
X	533-998	NO OIL/AIR POWER STEERING COOLER
X	620-025	20,000# TAPERLEAF FRONT SUSPENSION
X	619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION

REAR AXLE

X	420-102	RT-40-145P R-SERIES TANDEM REAR AXLE @ 40,000#
X	421-586	5.86 REAR AXLE RATIO
X	452-998	NO TRACTION EQUALIZER
X	440-001	CHICAGO RAWHIDE SCOTSEAL CLASSIC REAR OIL SEALS
X	450-001	CONMET ALUMINUM REAR HUBS
X	438-998	NO HUBODOMETER
X	503-998	NO CAST SPOKE REAR WHEELS
X	42T-001	STANDARD REAR AXLE BREATHER(S)
X	423-020	MERITOR 16.5 X 7 Q+ CAST SPIDER CAM REAR BRAKES WITH DOUBLE ANCHORS AND FABRICATED SHOES
X	426-075	HALDEX LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
X	433-035	REFUSE SEVERE SERVICE NON-ASBESTOS REAR LINING
X	451-021	GUNITE CAST IRON REAR BRAKE DRUMS
X	425-998	NO REAR BRAKE DUST SHIELDS
X	434-003	STANDARD BRAKE CHAMBER LOCATION
X	505-828	ALCOA 88367X 22.5X8.25 10-HUB PILOT ALUMINUM REAR
X	525-998	NO POLISHED REAR WHEELS
X	966-998	NO PAINT FINISH REAR WHEELS/RIMS
X	504-998	NO REAR RIMS
X	094-0JT	GOODYEAR G182 11R22.5 14 PLY RADIAL REAR TIRES (24,000 lbs/axle)
X	622-241	HENDRICKSON HN402 REAR SUSPENSION @ 40,000#
X	621-035	HENDRICKSON HN 400/460 - 9.56" RIDE HT
X	624-009	54" AXLE SPACING
X	628-010	HENDRICKSON HN AND HAULMAAX SERIES STEEL BEAMS WITH BAR PIN
X	623-006	FORE/AFT AND TRANSVERSE CONTROL RODS
X	439-998	NO REAR SHOCK ABSORBERS

ABS AND AIRING SYSTEM CONDOR HD

X	490-100	WABCO 4S/4M ABS W/O TRACTION CONTROL ENHANCEMENT
X	882-041	ONE VALVE PARKING BRAKE SYSTEM (PP1) OFFSET TOWARDS DRIVERS POSITION
X	883-998	NO TRAILER HAND CONTROL BRAKE VALVE
X	878-001	INTERAXLE AND/OR DIFFERENTIAL LOCKOUT WITH INDICATOR LIGHT
X	874-998	NO PUSHER/TAG AXLE LIFT
X	890-998	NO 5TH WHEEL PLUMBING
X	901-001	COTTON BRAID HOSE FRONT SERVICE BRAKE
X	902-001	COTTON BRAID HOSE REAR SERVICE BRAKE

X	904-001	COTTON BRAID PARKING BRAKE HOSE
X	910-998	NO REAR CHASSIS SUSPENSION AIR PIPING
X	914-998	NO PLUMBING FOR AIR TO EOF
X	919-998	NO OPTIONAL CHASSIS AIR SYSTEM PIPING, VALVES, OR AIR UNLOADER SYSTEM
X	896-998	NO PLUMBING FOR LIFT AXLE
X	871-001	REINFORCED NYLON,FABRIC BRAID/WIRE BRAID CHASSIS AIR LINES
X	482-998	NO TRACTOR PROTECTION VALVE
X	476-998	NO AIR HOSE HANGER
X	481-998	NO TRAILER AIR HOSE
X	484-998	NO TRAILER CABLE & GLAD HAND STORAGE
X	460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
X	46A-998	NO AUXILIARY AIR TANK
X	477-042	PETCOCK DRAIN VALVES ON ALL AIR TANKS CENTRALLY LOCATED TO FRAME MOUNTED BRACKET(S)
X	480-034	BW AD-IP BRAKE LINE AIR DRYER W/HEATER
X	479-003	AIR DRYER MTD ON LH RAIL/ INBOARD
X	485-998	NO EXTERNAL CHARGING GLADHAND

WHEELBASE, FRAME & EQUIPMENT

X	545-547	5475MM (216") WHEELBASE (40 or 46,000 rear gvw requires frame liner)
X	552-014	1900MM (75") REAR FRAME OVERHANG
X	546-102	7/16" X 3-9/16" X 11-1/8" STEEL FRAME (11.11MM X 282.6MM/.437" X 11.13") 120KSI
X	547-998	NO INNER FRAME REINFORCEMENT
X	551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS
X	549-019	1" BOLT-ON FRONT FRAME SPACER
X	558-011	FRONT TOW PIN & CLEVIS - BUMPER MOUNTED
X	587-998	NO REAR TOWING DEVICE
X	553-001	SQUARE END OF FRAME
X	607-998	CHASSIS CONFIGURATION - NONE
X	560-001	UNDERSLUNG CROSSMEMBER (at transmission, engineering driven, n/a w/single rear axle)
X	562-001	STANDARD MIDSHIP CROSSMEMBERS
X	565-002	HEAVY DUTY SUSPENSION CROSSMEMBER
X	572-001	STANDARD REARMOST CROSSMEMBER
X	556-052	10" PAINTED STEEL BUMPER - HD 1/4"
X	575-001	REAR LICENSE PLATE MOUNT END OF FRAME
X	578-998	NO FIFTH WHEEL
X	577-998	NO 5TH WHEEL LOCATION
X	579-998	NO FIFTHWHEEL RELEASE/INST.
X	582-998	NO 5TH WHEEL LEG HEIGHT
X	586-998	NO FRONT MUD FLAPS
X	585-998	NO MUD FLAP(S) BRACKETS
X	590-998	NO REAR MUDFLAP
X	592-998	NO DECK PLATE
X	583-998	NO REAR QUARTER FENDERS

FUEL SYSTEMS CONDOR HD

X	204-092	150 GALLON/567 LITER CHART LNG LEFT-HAND STAINLESS STEEL FUEL TANK WITH VALVES
X	206-998	NO RH FUEL TANK
X	212-007	FUEL TANK(S) FORWARD
X	218-008	26" DIAMETER FUEL TANK(S) (LNG TANK ONLY)
X	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL TANK, PAINTED BANDS
X	219-001	FUEL DRAW - TOP
X	230-998	NO BETWEEN RAIL FUEL TANK
X	202-013	STAINLESS STEEL HIGH PRESSURE TUBING WITH FLEXIBLE STEEL WIRE REINFORCED NYLON LOW PRESSURE NATURAL GAS FUEL HOSE
X	216-069	FUEL LINES WITH NATURAL GAS CHECK VALVE, REGULATOR AND SHUTOFF SOLENOID WITH MACROTECH VENT FILL PIPE CON. ROUTED TO UPRIGHT
X	213-998	NO FUEL LINE INSULATION
X	220-022	MVE LNG FUEL HEATER
X	221-998	NO FUEL COOLER

FUEL TANK ACCESSORIES

X	205-050	CNG/LNG JC CARTER TYPE LH FILLER RECEPTACLE AND DUST CAP
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X	210-998	NO DRAIN PLUG FOR FUEL TANK
X	122-998	NO FUEL/WATER SEPARATOR

CAB EXTERIOR

X	829-068	68" BBC LOW CAB FORWARD ALUMINUM CAB
X	653-015	RH CAB DOOR WITH 90 DEGREE DOOR STRAP
X	767-035	CAB SIDEWALL WINDOWS - TINTED, FIXED 8"X34", LH/RH (68" CAB ONLY)
X	661-006	CAB DOOR WINDOWS - TINTED, LH/RH
X	768-032	CAB BACKWALL WINDOW - (1) TINTED 20"X36" CENTER, FIXED
X	769-998	CAB LOWER DOOR WINDOW - NONE
X	670-006	HYDRAULIC CAB TILTMECHANISM WITH MANUAL PUMP, LOCATED BEHIND CAB LH SIDE
X	744-007	DUAL CAB MIRRORS - VELVAC 7" X 16", STAINLESS STEEL, MANUAL ADJUSTMENT, NON-HEATED, WITH LOWER 8" ROUND CONVEX
X	74A-998	NO MIRROR AUXILLARY UPPER - DOWN VIEW, CAB SIDE
X	665-998	NO CHASSIS ACCESS STEPS
X	065-000	PAINT - CAB ONE SOLID COLOR
X	980-3ZB	CAB COLOR A: B91776 WHITE PPG
X	964-993	BUMPER PAINTED SAME AS CHASSIS
X	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
X	764-998	NO CAB EXTERIOR SUN VISOR
X	649-998	NO FRONT CAB GUARD
X	648-002	CAB GRILLE SCREEN - NON-REMOVABLE BUGSCREEN MTD BEHIND GRILLE
X	674-998	NO CAB GRAB HANDLE CHASSIS ACCESS
X	660-002	CAB WINDSHIELD WIPER - DUAL ELECTRIC MOTORS WITH DELAY FEATURE

CAB INTERIOR

X	700-002	HEATER, DEFROSTER AND AIR CONDITIONER
X	703-014	MAIN HVAC CONTROLS WITH MANUAL AIR CONDITIONER ON/OFF SWITCH
X	170-015	STANDARD HEATER PLUMBING
X	698-023	LOW PROFILE ROOF MOUNTED AIR CONDITIONER CONDENSOR WITH DUAL FAN
X	702-012	BINARY CONTROL, R-134A, WRECEIVER DRIER
X	707-019	GRAY STANDARD INTERIOR
X	772-003	SLIP RESISTANT FLOORING
X	708-021	ABS UPPER AND BALANCE PAINTED ALUMINUM RH DOOR TRIM
X	711-998	NO DOOR MOUNTED ARM REST
X	654-011	RH AND LH ELECTRIC POWERED WINDOWS
X	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
X	540-020	2-SPK 450MM(18") BLACK STEERING WHEEL(S)
X	185-004	STANDARD FOOT PEDAL SYSTEM
X	756-081	BOSTROM 910 HIGH BACK TALLADEGA AIR SUSPENDED DRIVER'S SEAT
X	758-003	CORDURA PLUS CLOTH DRIVER'S SEAT COVER
X	760-026	BOSTROM HI-BACK NON-SUSPENSION PASSENGER SEAT (N/A ON DUAL DRIVE TRUCKS)
X	761-003	CORDURA PLUS CLOTH PASSENGER SEAT COVER
X	762-998	NO REAR CREW SEATS
X	755-998	NO SEAT COVERS PASSENGER,REAR
X	763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEATBELTS
X	757-998	NO SEAT SKIRT(S)
X	759-998	NO SEAT ARMREST
X	693-019	LH/RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
X	785-998	NO DASH MOUNTED ASH TRAYS & LIGHTER
X	720-998	NO FIRE EXTINGUISHER
X	722-002	TRIANGULAR REFLECTORS W/O FLARES
X	714-998	NO FIRST AID KIT

INSTRUMENTS AND CONTROLS

X	732-006	INTEGRAL GAUGES MTD IN INSTUMENT PANEL CLUSTER
X	017-072	CONDOR STANDARD GAUGE PACKAGE
X	810-027	ELECTRONIC MPH SPEEDOMETER W/ SECONDARY KPH SCALE, W/O ODOMETER
X	812-001	ELECTRONIC TACHOMETER 3000 RPM
X	844-018	ELECTRIC FUEL GAUGE WITH MECHANICAL PRESSURE GAUGE AT TANK FOR LNG
X	847-002	IN TANK FUEL LEVEL SENDER(S)
X	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE (PSI ONLY)
X	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE (PSI ONLY)

X	854-998	NO ENGINE OIL TEMPERATURE GAUGE
X	856-001	ELECTRICAL ENGINE COOLANT TEMP GAUGE
X	198-015	AIR RESTRICTION GAUGE, AIR CLEANER MTD
X	864-001	TRANSMISSION OIL TEMPERATURE GAUGE
X	866-998	NO AXLE TEMPERATURE GAUGE
X	838-998	NO AIR APPLICATION GAUGE
X	830-015	TRIP HOUR METER INTEGRAL W/SPEEDOMETER MESSAGE CENTER (SMC)
X	836-010	VOLTMETER; LOW VOLTAGE WARNING LIGHT & BUZZER
X	846-998	NO AMMETER
X	727-072	HADLEY AIR HORN, SINGLE BASE; 2 TRUMPETS DUAL TONE 12.5/10.25" MTD BEHIND GRILLE
X	736-998	NO OBSTACLE DETECTION SYSTEM
X	73A-998	NO REAR REFLECTIVE DEVICE
X	746-1AF	AM/FM/WB RADIO
X	747-998	NO RADIO MOUNTING
X	748-012	POWER & GROUND STUDS MOUNTED ON OVERHEAD CONSOLE
X	749-998	NO CB RADIO MOUNTING PROVISION
X	750-002	(2) RADIO SPEAKERS (CAB ONLY)
X	752-998	NO CB ANTENNA, BRACKET OR LEAD
X	753-018	AM/FM FLEXIBLE COMPOSITE ANTENNA MTD ON LH FRONT A-PILLAR

ELECTRICAL SYSTEMS AND CONTROLS CONDOR HD

X	329-998	NO EXTRA SWITCH IN DASH
X	284-045	(2) DASH MNTD POWER RECEPT (REQUIRES 284-998 NO DASH 12 V. OUTLETS)
X	315-998	NO ROADLIGHTS
X	302-001	(5) AMBER LED MARKER LIGHTS
X	294-025	WIRING HARNESS ONLY TO END OF FRAME FOR STOP, TAIL, TURN SIGNALS
X	311-001	DAYTIME RUNNING LAMPS
X	304-001	MARKER LIGHT SWITCH INTEGRAL W/HEADLIGHT SWITCH
X	299-020	SELF-CANCEL TURN SIGNAL SWITCH W/DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
X	721-016	ECCO MODEL 917 AUTOMATIC SELF-ADJUSTING BACKUP ALARM WITH REVERSE MOTION SENSOR
X	71T-002	METHANE DETECTION SYSTEM W/(1) SENSOR
X	310-998	NO TRAILER ELECTRICAL CABLE
X	296-998	NO SPECIAL PRIMARY RECEPTACLE WIRING
X	297-998	NO TRAILER CABLE RECEPTACLE
X	331-998	NO SUPPLEMENTAL ISO 3731 7-WAY TRAILER ABS RECEPTACLE
X	303-998	NO ADDITIONAL TRAILER CABLE RECEPT

VOCATION AND COMMODITY

X	A84-1SA	SANITATION BUSINESS SEGMENT
X	A85-001	REFUSE SERVICE
X	AA1-002	TRUCK CONFIGURATION
X	AA2-998	NO TRAILER SPECIFIED
X	AA3-062	REFUSE SIDE LOAD OR REAR PACKER BODY (NO LANDFILL OPERATION)
X	AA4-013	MOIST BULK COMMODITY
X	AA5-002	100% (ALL) OF THE TIME, IN-TRANSIT, IS SPENT ON PAVED ROADS
X	AB1-006	MAXIMUM 6% EXPECTED GRADE
X	AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT SERVICE
X	AH6-998	NO TRAILERS
X	A63-99D	EXPECTED GROSS VEHICLE WGT CAPACITY
X	A66-99D	EXPECTED FRONT AXLE(S) LOAD
X	A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD

DOMICILE

X	AA6-001	DOMICILED, USA 50 STATES (WITH CALIFORNIA, INCLUDES OPT IN STATES)
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CONDOR BASE OPTIONS

X	004-212	2012 MODEL YEAR SPECIFIED
X	99C-010	2010 EPA/CARB EMISSION CERTIFICATION
X	105-022	REMOTE ENGINE MOUNTED OIL CHECK & FILL
X	106-002	ELECTRONIC FOOT ACCELERATOR
X	131-002	TEFLON COMPRESSOR DISCHARGE LINE
X	160-012	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1587/1708/1939, LOCATED BELOW DASH
X	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP

X	171-007	GATES BLUE STRIPE COOLANT HOSES
X	172-001	CONSTANT TORQUE HOSE CLAMPS FOR COOLANT HOSES
X	207-998	NO FUEL TANK SCREENS
X	232-998	NO DIESEL FUEL (ISL-G ENGINES)
X	270-010	RADIATOR DRAINCOCK
X	273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE
X	280-008	TRUCK ELECTRICAL SCHEMATIC/MANUAL 12V
X	285-005	AUTO SELF-RESET CIRCUIT BREAKERS AND FUSES
X	298-019	NON-POLARITY SENSITIVE ELECTRONIC FLASHER
X	300-014	STANDARD FRONT WITH SURFACE MOUNTED SIDE AUX TURN SIGNAL
X	312-003	DUAL RECTANGULAR HALOGEN HEADLIGHTS
X	316-998	NO SPOTLIGHTS
X	318-998	NO UTILITY/ADVERTISING LIGHT
X	320-004	STANDARD WIRING
X	324-068	DOOR ACTIVATED CENTER DOME LAMP W/SWITCH
X	339-998	NO INTERLOCK/ELECTRICAL LOAD MANAGER
X	341-018	MAGNETIC PLUGS, ENGINE DRAIN TRANSMISSION DRAIN, AXLE(S) FILL & DRAIN
X	34V-023	ALLISON 4TH GEN A42
X	353-001	TRANSMISSION VEHICLE INTERFACE CONNECTOR WIRED TO TRANSMISSION ECU
X	365-998	NO JOYSTICK WIRING/PLUMBING
X	370-006	WATER TO OIL TRANSMISSION COOLER
X	385-998	NO MAIN DRIVELINE HARDWARE
X	404-074	HALDEX LONG STROKE FRONT BRAKE CHAMBERS
X	408-001	VENTED FRONT HUB CAPS - OIL
X	410-001	FRONT SHOCK ABSORBERS
X	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
X	486-001	LOW AIR PRESSURE LIGHT AND BUZZER
X	488-998	NO AUXILIARY AIR OUTLET
X	498-998	NO TIRE VALVE STEM/CAP/EXTENSIONS
X	513-998	NO PUSHER/TAG WHEEL DUAL RIM SPACER
X	534-003	4 QUART POWER STEERING RESERVOIR
X	574-001	BUMPER MTG FOR SINGLE LICENSE PLATE
X	646-028	PAINTED CAB MTD GRILL W/QUICK-RELEASE LATCHES
X	650-009	RUBBER CAB MOUNTS
X	651-015	LH CAB DOOR WITH 90 DEGREE DOOR STRAP
X	652-020	AMERICAN LAFRANCE CONDOR NAME PLATES
X	655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
X	657-1B7	ALL UNITS IN A FLEET OF TRUCKS, KEYED ALIKE, USE KEY CODE Z218
X	659-003	1 GALLON WINDSHIELD WASHER RESERVOIR
X	663-013	TINTED WINDSHIELD
X	667-020	BLACK POLYURETHANE QUARTER FENDER BEHIND FRONT WHEEL
X	67A-002	ADDITIONAL CAB INTERIOR TRIM
X	671-001	HYDRAULIC CAB LATCH
X	677-005	FIXED CAB MOUNTED STEPS RH/LH FOR CAB ENTRY
X	678-006	INTERIOR AND EXTERIOR GRAB HANDLES FOR CAB ACCESS ON DRIVER AND PASSENGER SIDES
X	679-001	OVERHEAD INSTRUMENT PANEL
X	680-004	LOW CAB FORWARD DASH
X	686-001	TWO GRABHANDLES MOUNTED ON FRONT OF CAB BELOW WINDSHIELD
X	689-998	NO AUXILIARY HEATER/AIR CONDITIONER
X	690-002	TUNNEL/FIREWALL LINER
X	691-001	FORWARD ROOF MOUNTED CONSOLE
X	701-001	STANDARD HVAC DUCTING
X	705-998	NO MISC CUSTOM CAB REQUIREMENTS
X	706-021	ABS UPPER AND BALANCE PAINTED ALUMINUM LH DOOR TRIM
X	726-001	SINGLE ELECTRIC HORN
X	734-004	GRAY CENTER INSTRUMENT PANEL
X	735-998	NO ACCESSORY INSTRUMENT PANEL
X	739-020	CAB INSULATION W/ADDITIONAL NOISE/ THERMAL TREATMENT
X	75A-998	NO RADIO-MTG,UHF/VHF

X	754-001	2" FENDER EXTENSIONS
X	765-002	DRIVER / PASSENGER INTERIOR SUN VISORS
X	860-002	STANDARD WIRING-CAB,DASH,CENTER
X	870-001	BLACK GAUGE BEZELS
X	876-998	NO AIR PP/ELECT AXLE SHIFT,CAB
X	963-002	RUST PREVENTION COATING ON UNDERSIDE OF CAB

NOTES/SPECIAL REQUESTS

X	344-001	TRANS REAR SUPPORT LEAF SPRING (3000 SERIES TRANS ONLY)
X	424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY HOUSING
X		POLE CAT MIRROR MOUNTED ON FRONT OF CAB
X	743-NOTE	PROVIDE (2) EXTRA 8" DIA CONVEX MIRROR, ONE EACH SIDE
X		IN
X		3
X	OK	REMOTE ENGINE OIL FILL AND CHECK
X	OK	ALL TRUCKS KEYED ALIKE, (Z218 KEY CODE)
X		

Cummins ISC

Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE ¹	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS ²	ECS & SPECIAL FEATURES ³	DIAGNOSTIC ⁶
			Diesel	Diesel	MHDD		
2011	BCEXH0505CAC	8.3	Diesel	Diesel	MHDD	DDI, TC, CAC, ECM, EGR, OC, PTOX, SCR-U+OC	EMD
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL ⁵		ADDITIONAL IDLE EMISSIONS CONTROL ⁵					
30g		N/A					
ENGINE (L)		ENGINE MODELS / CODES (rated power, in hp)					
8.3		See attachment for engine models and ratings					
*		*					
*		*					
*		*					

* =not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; l=liter, hp=horsepower, kw=kilowatt; hr=hour;
¹ CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel a.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel;
² L/M/H HDD=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto;
³ ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction - urea / - ammonia; WU (prefix) =warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HC2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); TBI=throttle body fuel injection; SF/MF=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TC/SC=turbo/super charger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/secondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series;
⁵ ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1)); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C)); APS =internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(D)); Exempt=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles);
⁶ EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD=on-board diagnostic system (13 CCR 1971.1);

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the EURO and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, EURO and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.).

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO
STD	0.14	0.14	*	*	*	*	15.5	15.5	0.01	0.01	*	*
FEL	*	*	0.31	0.31	*	*	*	*	*	*	*	*
CERT	0.001	0.000	0.18	0.15	*	*	0.0	0.0	0.001	0.000	*	*
NTE	0.21		0.46		*		19.4		0.02		*	

* g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; EURO=Euro III European Steady-State Cycle, including RMCSET=ram mode cycle supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde; (Rev.: 2007-02-26)

BE IT FURTHER RESOLVED: Certification to the FEL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.

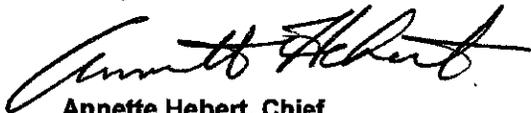
BE IT FURTHER RESOLVED: Except in vehicle applications exempted per 13 CCR 1956.8(a)(6)(B), engines in this engine family certified under 13 CCR 1956.8(a)(6)(C) [30 g/hr NOx] and section 35.B.4 of the incorporated "California Exhaust Emissions Standards and Test Procedures for 2004 and Subsequent Model Heavy-Duty Diesel Engines and Vehicles" (HDDE Test Procedures) adopted Dec. 12, 2002, as last amended Sep. 1, 2006, shall be provided with an approved "Certified Clean Idle" label that shall be affixed to the vehicle into which the engine is installed.

BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels) and 13 CCR 2035 et seq. (emission control warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 9 day of December 2010.



**Annette Hebert, Chief
Mobile Source Operations Division**

EO#: A-021-0547

Date: 11-18-2010

Attachment
page 1 of 1

Engine Model Summary Template

Engine Family	1.Engine Code	2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuel Rate: mm/stroke @ peak HP (for diesel only)	5.Fuel Rate: (lb/hr) @ peak HP (for diesels only)	6.Torque @ RPM (SEA Gross)	7.Fuel Rate: mm/stroke@peak torque	8.Fuel Rate: (lb/hr)@peak torque	9.Emission Control Device Per SAE J1930
BCEXH0505CAC	3092;FR92521	ISC8.3 380	352@2200	175	130	1050@1400	203	96	SCRC, PTOX
BCEXH0505CAC	3093;FR92584	ISC8.3 350	320@2200	184	122	1000@1400	195	92	SCRC, PTOX
BCEXH0505CAC	3093;FR92579	ISC8.3 330	320@2200	164	122	1000@1400	195	92	SCRC, PTOX
BCEXH0505CAC	3093;FR92581	ISC8.3 300	285@2200	150	111	860@1300	162	71	SCRC, PTOX
BCEXH0505CAC	3093FR92582	ISC8.3 270	260@2200	137	102	800@1300	155	68	SCRC, PTOX
BCEXH0505CAC	3093;FR92523	ISC8.3 260	260@2200	137	102	660@1300	128	56	SCRC, PTOX
BCEXH0505CAC	3092;FR92521	PX8 380	352@2200	175	130	1050@1400	203	96	SCRC, PTOX
BCEXH0505CAC	3093;FR92584	PX8 350	320@2200	184	122	1000@1400	195	92	SCRC, PTOX
BCEXH0505CAC	3093;FR92579	PX8 330	320@2200	164	122	1000@1400	195	92	SCRC, PTOX
BCEXH0505CAC	3093;FR92581	PX8 300	285@2200	150	111	860@1300	162	71	SCRC, PTOX
BCEXH0505CAC	3093FR92582	PX8 270	260@2200	137	102	800@1300	155	68	SCRC, PTOX
BCEXH0505CAC	3093;FR92523	PX8 260	260@2200	137	102	660@1300	128	56	SCRC, PTOX

SCR-U, PTOX, ECM, OC,
CAC, TC, EGR, DDJ

Cummins ISLG

 CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY AIR RESOURCES BOARD	CUMMINS INC.	EXECUTIVE ORDER A-021-0536 New On-Road Heavy-Duty Engines Page 1 of 1 Pages
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Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE ¹	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS ²	ECS & SPECIAL FEATURES ³	DIAGNOSTIC ⁶
2011	BCEXH0540LBF	8.9	CNG/LNG	Diesel	MHDD		
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL ⁵		ADDITIONAL IDLE EMISSIONS CONTROL ⁵					
EXEMPT		N/A					
ENGINE MODELS / CODES (rated power, in hp)							
8.9	ISL G 280 / 3517;FR93280 (280), ISL G 260 / 3517;FR93283 (260), ISL G 250 / 3517;FR93285 (250) ISL G 320 / 3517;FR93274 (320), ISL G 300 / 3517;FR93277 (300)						
<small>*=not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; L=liter; hp=horsepower; kw=kilowatt; h=hour; ¹ CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel a.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel; ² L/M/H HDD=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto; ³ ECS=emission control system; TWC/O2=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction - urea / - ammonia; WU (prefix) =warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HO2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); TBI=throttle body fuel injection; SF/MF=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TC/SC=turbo/super charger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/secondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series; ⁵ ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1)); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C)); APS=internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(D)); Exempt=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles); ⁶ EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD=on-board diagnostic system (13 CCR 1971.1);</small>							

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the EURO and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, EURO and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.).

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO
STD	0.14	0.14	0.20	0.20	*	*	15.5	15.5	0.01	0.01	*	*
FEL	*	*			*	*	*	*	*	*	*	*
CERT	0.04	0.04	0.13	0.01	*	*	7.8	6.4	0.002	0.001	*	*
NTE	0.21		0.30		*		19.4		0.02		*	

⁴ g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; EURO=EURO III European Steady-State Cycle, including RMCSET=ram mode cycle supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde (Rev.: 2007-02-28)

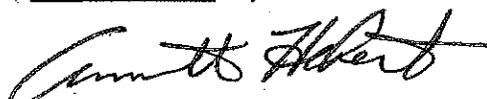
BE IT FURTHER RESOLVED: Certification to the FEL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.

BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels) and 13 CCR 2035 et seq. (emission control warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 29 day of November 2010.


Annette Hebert, Chief
Mobile Source Operations Division



RESOLUTION NO. 2011-XXXX

Adopted by the Sacramento City Council

August 23, 2011

BACKGROUND

- A. The Department of General Services, Fleet Management Division has a customer requirement to purchase replacement side loading refuse trucks for the Department of Utilities, Solid Waste Division.
- B. In June 2011, Procurement Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B11131061017 for CARB certified diesel powered refuse truck chassis with an option for Liquefied Natural Gas (“LNG”) fueled engine in lieu of the diesel engine and a hydraulic hybrid option. After the bids were received the Solid Waste Division requested that the amount of units to be purchased be increased from 40 up to 53 units in an effort to reduce their increasing operation and maintenance costs by accelerating replacement of their aging fleet of side loaders. Three bids were received. The lowest responsive and responsible bidder for this requirement was determined to be Sacramento Truck Center for LNG fueled engines in lieu of diesel.
- C. In accordance with City Code Section 3.56.240, the City Manager may, by cooperative purchasing approved by City Council, purchase supplies through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City.
- D. Using the Texas Buy Board cooperative purchase agreement (Contract No. 357-10) and the Houston- Galveston Area Council cooperative purchase agreement (Contract No. RC08-10) to purchase side loading refuse truck bodies from Equipment Southwest, Inc. and Scranton Manufacturing Company, Inc., respectively, is advantageous to the City as the agreements meet the needs of the City’s fleet equipment specifications and will result in cost and time savings.
- E. The large acquisition is necessary to establish a seven year vehicle replacement program designed to retire aging vehicles on time and establish a spare ratio of 25 percent thereby reducing costly maintenance and fuel costs. This purchase is also consistent with the Solid Waste fleet management recommendations set forth in the May 2011 Department of Utilities Operational Efficiency and Cost Savings Audit.
- F. The cost for all 53 complete refuse trucks to be purchased under this three year agreement is estimated to be \$15.8 million and will be funded through a

combination of the Solid Waste Fund annual operating budget and financing obtained by the Office of the City Treasurer.

- G. Since 2004 the Office of the City Treasurer has facilitated numerous equipment acquisitions by obtaining lease financing under a Master Equipment Lease/Purchase Agreement with Bank of America N.A. (City Agreement No. 2004-047, as amended November 18, 2009, together the “**Master Agreement.**”)
- H. Fleet Management, in conjunction with Procurement Division staff, has determined the most cost effective strategy for this purchase is to use a City contract for the truck chassis in conjunction with two cooperative purchase agreements for the truck bodies. This purchasing structure will require partial payment upon delivery of the chassis to the body manufacturer with final payment upon delivery of the “complete units” (i.e., chassis and body).
- I. Under the California Constitution, the City cannot obligate itself to make lease rental payments unless it has the beneficial use of the leased equipment. Thus, the City cannot enter into an equipment lease upon delivery of the chassis alone but must wait until delivery of the complete units. Accordingly, the City expects to pay certain expenditures in connection with the delivery of the chassis from existing City funds (the “**Original Expenditures**”) and to use a portion of the proceeds obtained through the Master Agreement to reimburse itself for the Original Expenditures.
- J. Section 1.150-2 of the United States Treasury Regulations (“**Section 1.150-2**”) requires the City to declare its reasonable “official intent” to reimburse itself for the Original Expenditures, which it expects to pay before the equipment lease is executed and funds are available, from the proceeds obtained through the Master Agreement.
- K. By replacing old costly vehicles with new efficient ones, Solid Waste anticipates generating over \$3 million in operations and maintenance and fuel savings beginning in FY2012/13 and proposes to reallocate these funds to cover the annual lease payment estimated at \$1,109,254 on a five year loan. An increase in Solid Waste rates is not necessary to fund this purchase.

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

- Section 1. Sacramento Truck Center is awarded a three-year contract (attached as Exhibit 3) for the purchase of up to 53 refuse truck chassis in an amount not to exceed \$8,865,883.
- Section 2. The use of the Texas Buy Board cooperative purchase agreement (Contract No. 357-10, purchasing from Equipment Southwest, Inc.) and

the Houston-Galveston Area Council cooperative purchase agreement (Contract No. RC08 -10, purchasing from Scranton Manufacturing Company, Inc.) for the purchase of up to a total of 53 side loading refuse truck bodies inclusive of both vendors in an amount not to exceed \$6,968,307 inclusive of both vendors through August 30, 2013 or until the contracts are no longer available for use is approved.

- Section 3. The Interim City Manager or the Interim City Manager's designee is hereby authorized to execute the contract and purchases specified in Sections 1 and 2 above provided that sufficient funds are available in the budget adopted for the applicable fiscal years.
- Section 4. The Office of the City Treasurer is hereby authorized to execute all lease-financing documents required to obtain funding in an amount not to exceed \$5,100,000 for the acquisition through the Master Agreement of 18 refuse truck chassis and bodies ("complete units").
- Section 5. The actual interest rate for each lease financing under the Master Agreement will be determined five days prior to City Council action.
- Section 6. The City hereby declares its official intent to use proceeds of an obligation, i.e., the proceeds obtained through the Master Agreement, to reimburse itself for the Original Expenditures.
- Section 7. The Finance Director is hereby authorized to amend the Solid Waste and Fleet Management expenditure budgets to reflect the truck procurement and lease payment expenditure authority for up to 18 of the 53 complete units related to the lease financing obtained by the Office of the City Treasurer.
- Section 6. Exhibits 1-3 are a part of this resolution.