



City of Sacramento City Council

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

Meeting Date: 6/19/2012

Report Type: Consent

Title: Contract: Four-Wheel Drive Tractor/Mower and Trailer

Report ID: 2012-00511

Location: Citywide

Recommendation:1) Pass a Motion: a) awarding a contract to Contour Sierra AEBI Terratrak LLC for the purchase of one replacement four-wheel drive tractor/mower and trailer in an amount not to exceed \$188,625; b) authorizing the City Manager or the City Manager's designee to execute the contract; and 2) pass a Resolution authorizing the City Manager or the City Manager's designee to: a) increase the expenditure budget in the Department of Utilities multi-year operating project for replacement vehicles and equipment (I06013143, Storm Drainage Fund 6011) in the amount of \$87,193; and b) increase the expenditure and revenue budgets in the Department of General Services (Fleet Fund, Fund 6501) in the amount of \$87,193; and c) resetting the City Manager's administrative authority for modifications to the revenue and expenditure budgets.

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

Presenter: None

Department: General Services Dept / Department of Utilities

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-Attachment 1 - Bid Results
- 3-Attachment 2 - Contour Sierra Contract
- 4-Resolution

City Attorney Review

Approved as to Form
Lan Wang
6/7/2012 1:16:40 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
5/31/2012 4:48:04 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 6/6/2012 12:34:53 PM

Sandra Talbott, Interim City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: The Department of General Services, Fleet Management Division, has a customer requirement to purchase one replacement four-wheel drive tractor/mower and trailer for the Department of Utilities. The equipment to be purchased is specialty equipment used for mowing culverts to maintain storm drains.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Section 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 equipment 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 purchase is consistent with the Fleet Sustainability Policy Adopted by City Council on February 16, 2010 (Resolution No. 2010-1083). The equipment to be purchased will meet current California Air Resources Board regulations for off road equipment.

Commission/Committee Action: Not applicable

Rationale for Recommendation: The Department of General Services, Fleet Management Division, has a customer requirement to purchase one replacement four-wheel drive tractor/mower and trailer for the Department of Utilities. The equipment to be purchased is specialty equipment used for mowing culverts to maintain storm drains.

On April 5, 2012, Fleet Management, in accordance with City Code Section 3.56, issued Invitation for Bid No. B12131311008 for the purchase of one replacement four-wheel drive tractor/mower and trailer. Three vendors downloaded the bid specifications from the City’s website and one response was received from Contour Sierra AEBI Terratrac LLC. The bid results are included in Attachment 1. Contour Sierra AEBI Terratrac LLC was determined to be the lowest responsive and responsible bidder.

Financial Considerations: The recommended purchase of one replacement four-wheel drive tractor/mower and trailer in an amount not to exceed \$188,625 will be made from the Department of General Services FY2011/12 operating budget (Fleet Fund, Fund 6501) and charged to the Department of Utilities multi-year operating project for replacement vehicles and vehicle accessories (I06013143, Storm Drainage Fund 6011) . The recommended purchase will replace an existing tractor/mower and trailer with a larger four-wheel drive unit that provides the flexibility to mow all types of terrain. This upgrade requires additional funding in the amount of \$87,193, which will be provided by the recommended Utility budget adjustments. Upon completion of the recommended budget adjustments, sufficient funds will be available in the Department of General Services operating budget and the Department of Utilities vehicle and equipment replacement project to make the recommended purchase.

Emerging Small Business Development (ESBD): Contour Sierra AEBI Terratrac LLC.
is not certified as an emerging/small business firm.



Attachment 1

BID RESULTS – BID NO. B12131311008

	Contour Sierra AEBI Terratrak LLC
Tractor/Mower & Trailer	\$175,050.00
5% E/SBE Preference	0.00
1% City Limit Preference	0.00
Prompt Payment Discount	0.00
8.75% Sales Tax	13,566.37
Ca Tire Fee	8.00
Total Bid Evaluation	\$188,624.37



CITY OF SACRAMENTO

Department of General Services, Fleet Management Division

Bid Number: B12131311008

INVITATION FOR BID And Contract Specifications for Supplies

**FOR: FOUR WHEEL DRIVE ALL TERRAIN IMPLEMENT CARRIER
WITH ATTACHMENTS AND TRAILER**

Bids Must Be Received Up To The Hour of 2:00 P.M. on April 25, 2012

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

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

Not Applicable

DIGI DORG SECURITY

- Properly Signed Improperly Signed
 - Not Included Not Required
- Type of Deposit**
- Bid Bond Cashier/Certified Check
 - Other

Initial: VE

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

Name of Bidder: Contour Sierra Aebi Tevatrac LLC

Address: 17317 Coyote Ln.

City, State, Zip Code: Anderson CA 96007

Phone Number: 530 347 0695

Email Address: Steve@contour-sierra.com

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B12131311008

FOR SERVICES/SUPPLIES: FOUR WHEEL DRIVE ALL TERRAIN IMPLEMENT CARRIER WITH ATTACHMENTS AND TRAILER

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the Abidder@ or the AContractor@) 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: Contour Sierra Aebi Terratrac LLC
ADDRESS: 17317 Coyote Ln. Anderson CA. 96007
PHONE #: ⁵³⁰347-0695 FAX #: ⁵³⁰357-3664 E-MAIL: steve@contoursierra.com
STATE TAX I.D. #: SRKH97-889927 FED. TAX I.D. #: 68-0476435
City of Sacramento Business Operation Tax Certificate #: Applied on 4-17-12
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person) 
PRINT NAME: Steve Rankin
TITLE: Member LLC

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 _____.

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: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

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." SR (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." SR (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:

_____ 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

City Of Sacramento Equipment Questionnaire

Make Aebi		Model TT 270		Year new
GVW 9240	Curb Weight 5720	Wheel Base 13'	CIA	
Engine Model: D754EE3	Displacement 3 liter	No. Cylinders 4		
Engine Type (LEV,ULEV, etc.) 82C/3			Gross HP 95	
Engine Fuel Diesel		CARB Certification? Yes: <input checked="" type="checkbox"/> No:		
Engine Emission Rating: Nox PM		Engine Family Number 9V5XL03.054L		
Alt. Model Bosch	Output AMPS 120	Battery CCA (ea) 830	Total Batteries 1	
Air Cleaner (Type) 2 dry elements with precleaner		Oil Filter (Type) spin on cartridge		
Transmission: Type and No. of Speeds				
hydrastatic		infinitely variable		
Front Axle: Rated Capacity 4000		Springs (Type) N/A		
Rear Axle: Rated Capacity 4000		Springs (Type) N/A		
Rear Axle No. of Speeds single		Ratio		
Wheels: Type steel	Rim Width 14 inch	Size 14w x 17		
Tires: Size 425/55R17	Ply Rating Range E	Type Continental		
Brakes: Type		Booster		
Reserve Tank and Warning System: low fuel alarm				
Body: List size, name and capacity of attachments and other pertinent information				
- 88 inch front mount Alamo flail mower				
- P/BM 3 point sprayer				
- 18 foot bumper pull, deckover, trailer				
Bidder's Firm Name:				
By: Contour Sierra Aebi Tevatrae LLC				
Date: 4-17-12				

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):

Specify: fixed office location or distribution point(s): Anderson CA, 96007

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: Applied for on 4-17-12

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 45 days after receipt of order (ARO).

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

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

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

6. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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

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

California
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Contour Sierra Aebi Terraviva LLC
 Address: 17317 Coyote Ln. Anderson CA. 96007

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.

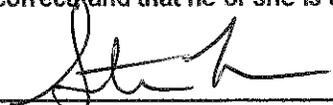
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the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

4-15-12

 Date

Steve Rankin

 Print Name

Member LLC

 Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Fleet Management Division, new unused Four Wheel Drive All Terrain Implement Carrier with Attachments and Trailer; in accordance with the provisions contained herein:

Item	Unit		
<u>No</u> <u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extension</u>
1 1	4 WHEEL DRIVE ALL TERRIAN IMPLEMENT CARRIER WITH ATTACHMENTS AND TRAILER	\$175,050.00	\$ 175,050.00

Aebi TT270
Proposed Manufacturer and Model

- Alamo flail CA Tire Tax \$ 8.00
 - PBM Sprayer Sales tax 7.75% \$ 13,566.37
 - Snake River Trailer
- BID TOTAL** \$ 188,624.37

* See following pages for equipment descriptions

* I acknowledge receipt of addendum 1 for B12131311008

Steve Rankin 4-17-12
Steve Rankin
Contour Sierra Aebi Terratrac LLC

Prepared by: Steve Rankin Contour Sierra Aebi Terratrak LLC, 4-17-2012

Equipment description:

Bid includes

1 Aebi Model TT270, included as standard equipment:

- Front and rear hydraulic option 10
- Front and rear duals
- Air conditioned cab
- Heavy duty PTO shaft with freewheel clutch
- Wipomatic electric self leveling seat
- Revolving light
- Reversing horn \$155,360.00

1 Alamo SCH 88 front mount flail mower:

- Aebi model
- Heavy duty knives
- Individual grade 8 hanger bolts \$8,800.00

1 PBM 55 gal. 3 point Sprayer:

- 12 V Hypro 4101XL-E2H Roller pump
- Small Hannay hose reel
- Gunkit JD9-CT spray gun kit
- 50 feet 3/8 hose
- Double BR valve, 2 port stainless manifold \$4058.43

1 DOEQ18-16TA Snake River trailer:

-18 foot, bumper pull, deckover trailer

-12000 GVW

-Includes spare tire and mount

-4 foot dovetail, 14 foot deck

-Slide in ramps

-Pintle eye hitch, adjustable from 17 to 28 inches

-Electric brakes both axles

-LED lighting

-Bump rail and stake pocket tie downs \$6,832.50

I bid this trailer as a proven, economical, quality built trailer that is easy to tow and works well in transporting the Aebi TT270 and implements.

Total bid Amount: \$175,050.00



Back to Table
of Contents

RESOLUTION NO. 2012-XXXX

Adopted by the Sacramento City Council

June 19, 2012

BACKGROUND

- A. The Department of General Services, Fleet Management Division, has a customer requirement to purchase one replacement four-wheel drive tractor/mower and trailer for the Department of Utilities. The equipment to be purchased is specialty equipment used for mowing culverts to maintain storm drainage.

- B. On April 5, 2012, Fleet Management, in accordance with City Code Section 3.56, issued Invitation for Bid No. B12131311008 for the purchase of one replacement four-wheel drive tractor/mower and trailer. Three vendors downloaded the bid specifications from the City's website and one response was received from Contour Sierra AEBI Terratrac LLC. This report recommends awarding a contract to Contour Sierra AEBI Terratrac LLC. Contour Sierra AEBI Terratrac LLC was determined to be the lowest responsive and responsible bidder.

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

- Section 1. The City Manager or the City Manager's designee is hereby authorized to increase the expenditure budget in the Department of Utilities multi-year operating project for replacement vehicles and equipment (I06013143, Storm Drainage Fund 6011) in the amount of \$87,193 and increase the expenditure and revenue budgets in the Department of General Services (Fleet Fund, Fund 6501) in the amount of \$87,193.

- Section 2. The City Manager's administrative authority for modifications to the revenue and expenditure budgets is hereby reset.