



Meeting Date: 5/28/2013

Report Type: Consent

Report ID: 2013-00394

City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: Contract and Cooperative Purchase Agreements: Refuse Trucks

Location: Citywide

Issue: The Department of General Services, Fleet Management Division, has a customer requirement to purchase replacement refuse trucks for the Department of General Services, Solid Waste and Recycling Division.

Recommendation: Pass a Motion: 1) awarding a two-year contract to Western Truck Center for the purchase of nine refuse truck chassis in an amount not to exceed \$1,794,420 for the two-year period; 2) approving the use of the Houston-Galveston Area Council (HGAC) cooperative purchase agreement with Scranton Manufacturing, Inc. (Contract No. RC08-12) for the purchase of nine refuse truck bodies in an amount not to exceed \$765,670; and 3) authorizing the City Manager or the City Manager’s designee to execute the contract and purchases specified above upon adoption of the FY2013/14 budget.

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

Presenter: None

Department: General Services

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-Bid Results
- 3-Contract
- 4-Cooperative Agreement

City Attorney Review

Approved as to Form
Kourtney Burdick
5/16/2013 2:26:49 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
5/8/2013 11:50:51 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 5/15/2013 12:24:51 PM

Description/Analysis

Issue Detail: The Department of General Services, Fleet Management Division, has a customer requirement to purchase replacement refuse trucks for the Department of General Services, Solid Waste and Recycling Division.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 regarding the purchase of supplies and the use of cooperative purchase agreements.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2101-083).

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division, has a customer requirement to purchase budgeted replacement refuse trucks for the Department of General Services, Solid Waste and Recycling Division. Refuse trucks are typically purchased as separate chassis and bodies. The chassis are purchased from the chassis manufacturer and delivered to the body manufacturer where both units are assembled into a single refuse truck. This process can take up to 18 months. Although the recommended purchases are subject to adoption of the FY2013/14 budget, approval of the recommendations in this report now will allow Fleet Management staff to get these purchases into the manufacturing queue to reduce the delivery time as much as possible.

On March 12, 2013, Fleet Management, in accordance with City Code Chapter 3.56 issued Invitation for Bid No. B13131311031 for refuse truck chassis. Western Truck Center, the only respondent, was determined to be the lowest responsive and responsible bidder. The bid results are attached to this report.

After reviewing purchase options for the refuse truck bodies, Fleet Management staff determined that the recommended cooperative purchase agreement with Houston Galveston Area Council and Scranton Manufacturing, Inc. represents the most advantageous purchasing strategy. Refuse truck bodies from Scranton Manufacturing, Inc. best meet the needs of the Solid Waste and Recycling Division, and provide consistency in equipment type with prior purchases. Fleet Management staff has

confirmed with Ray Gaskin Service, the only local dealer of Scranton Manufacturing, Inc. refuse truck bodies, that the HGAC agreement offers better pricing than it could offer if competitively bid by Fleet Management at this time.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating 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 purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments 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 recommended purchases of nine replacement refuse truck chassis in an amount not to exceed \$1,794,420 and nine replacement refuse truck bodies in an amount not to exceed \$765,670 are dependent upon adoption of the FY2013/14 proposed budget. Upon budget adoption, the purchases will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the Department of General services multi-year operating project for replacement vehicles and equipment (I06013142, Solid Waste Fund, Fund 6007).

Emerging Small Business Development (ESBD): Neither Western Truck Center nor Scranton Manufacturing, Inc. are certified as emerging/small businesses. Cooperative purchase agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of General Services will consider other alternatives if it is determined that using cooperative contracts may have a negative impact on small businesses.

Bid Results – Bid No. B1313131131

Refuse Truck Chassis	Western Truck Center
Cab over Chassis LH Drive – 9 units @ \$167,781 ea	\$1,510,029.00
CNG Fuel Option - 9 Units @ \$15,960 ea	\$143,640.00
Sales Tax	\$140,561.87
Sub-Total	\$1,794,230.87
CA Tire Fee	\$189.00
Prompt Payment Discount	(\$1,000.00)
Grand Total	\$1,793,419.87

Note: The above referenced table is for bid evaluation purposes only. Actual contract award amount may vary.



Requires Council Approval:

No YES

Meeting: 5/28/2013

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Commodity	PO Type:	Attachment: No.: 0
Not to Exceed: \$2,560,090.00 \$1,794,420.00		Original Doc Number:
Other Party: Western Truck Center		Certified Copies of Document::
Project Name: Contract and Cooperative Purchase Agreements: Refuse Trucks Chassis		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: NA	Bid Transaction #: NA	E/SBE-%

Department Information

Department: **General Services**

Division: **Facilities Real Property Mgt**

Project Mgr: **Keith Leech**

Contract Services: **Debbie Reeder**

Director: **Reina J. Schwartz**

Phone Number: **808-4078**

Org Number: **13001311**

Comment: **Original Contract Amount: \$2,560,090.00 1,797,420.00**

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	4-29-2013
Contract Services:	<i>[Signature]</i>	4/29/2013
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	5/8/13

Send Interoffice Mail to Reina J. Schwartz (12500)

Notify for Pick Up

Authorization	Signature or Initial	Date
Reina Schwartz Director, General Services:		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing

Finalized:

Initial:

Date:

Imaged:

Initial:

Date:

Received:
(City Clerk Stamp Here)

Contract Cover/ Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-13)

Resolution No. / Date



CITY OF SACRAMENTO

DGS, Fleet Management Division
(Responsible Department)

Bid Number: B13131311031

INVITATION FOR BID And Contract Specifications for Supplies

FOR: TRUCK CHASSIS LEFT HAND (LH) DRIVE

Bids Must Be Received Up To The Hour of 2:00 P.M. on April 3, 2013

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

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

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

Name of Bidder: WESTERN TRUCK CENTER

Address: 3115 COKE STREET

City, State, Zip Code: WEST SACRAMENTO, CA 95691

Phone Number: 916 319 5219

Email Address: fbuchholz@wtpe.com

CITY OF SACRAMENTO

**Bid No. B13131311031
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to Ron Kammerer at (916) 399-9263**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because _____

- Other reasons/comments: _____

- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): ***(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).***

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

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

1. **Additional Copies.** 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, **Wednesday, April 3, 2013**. 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: [X] Not Required [] 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: Ron Kammerer
Email: rkammerer@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.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

- 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. 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 Street, Suite 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 Street, Suite 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 - 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: B13131311031

FOR SERVICES/SUPPLIES: TRUCK CHASSIS LEFT HAND (LH) 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: WESTERN TRUCK CENTER

ADDRESS: 3115 COKE STREET

PHONE #: 916-319-5219 FAX #: 916-448-7835 E-MAIL: Fbuchholz@wtpe.com

STATE TAX I.D. #: SR40W97-589085 FED. TAX I.D. #: 88-0431970

City of Sacramento Business Operation Tax Certificate #: 1012130
(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) Floyd W. Buchholz

PRINT NAME: FLOYD W. BUCHHOLZ

TITLE: REFUSE 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 **April 3, 2013.**

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: \$ **1,794,420.00**

Award Date: **April 30, 2013.**

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Katherine M. 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 \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

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

ATTACHMENT A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

ATTACHMENT B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th 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 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.

E. LOCAL BUSINESS ENTERPRISE (LBE)
PREFERENCE PROGRAM REQUIREMENTS

(City Contracts, no Federal Funds Used)

I. LBE PREFERENCE PROGRAM

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference (LBE) Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.

The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the businesses in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time bids are received.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

III. APPLICATION OF LBE PREFERENCE

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by two percent (2%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by two percent (2%) of the total possible evaluation points.
- C. The LBE preference can be applied to Bids and Proposals in addition to the City of Sacramento Emerging and Small Business Development five percent (5%) preference program. Any bid or quotation submitted by a contractor that is certified as a Small Business Enterprise (SBE) or that is certified as an Emerging Business Enterprise (EBE) by the City of Sacramento, receives a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder.
- D. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

IV. DEFINITIONS

- A. **Local Business Enterprise (LBE):** A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. **Emerging Business Enterprise (EBE):** The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998 provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.
- C. **Small Business Enterprise (SBE):** The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.
- D. **Proposal:** Any response to a City solicitation for Proposals or Qualifications.
- E. **Bid:** Any response to a City solicitation for bids.

SECTION II CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

9. Term; Suspension; Termination.

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

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

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

10. Indemnity.

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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

WILL SUPPLY IF/WHEN NECESSARY

- (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:

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

WILL SUPPLY IF/WHEN NECESSARY.

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." FNB (CONTRACTOR initials)

WILL SUPPLY IF/WHEN NECESSARY

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

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

F. Subcontractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded for a two year period upon award of contract by Sacramento City Council.
2. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:
 - (1) Name of contractor
 - (2) Contract/Purchase Order number
 - (3) Description of advertisement item
 - (4) Date of advertisement
 - (5) Name of person placing Call
 - (6) Telephone of person placing call
3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.
5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.
 - A. The contractual point-of-contact for this contract is:

Project Manager: Ron Kammerer
 Department: General Services
 Division: Fleet Management Division
 Address: 5730 24th Street, Building 1
 Phone: (916) 808-6398
 E-Mail: rkammerer@cityofsacramento.org
6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.
 - A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
 - B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting 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.
11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
14. **Notification of Material Changes in Business.** Contractor agrees that if 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.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
17. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
18. **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 whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

19. Environmentally Preferable Procurement

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

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

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

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

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

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

20. Award

The lowest responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento which is Attachment 1 of this bid.

SECTION II – CONTRACT DOCUMENTS**C. ADDITIONAL SPECIAL PROVISIONS****Delivery Guarantee**

Contractor shall deliver all chassis' to the body company within 120 days of the purchase order issue date. **The City will also consider its past experience with each vendor/manufacturer meeting prior delivery commitments with the City as part of the evaluation process and may use this information in determining award.**

NOTICE: THIS WILL APPLY TO THIS BID PURCHASE: Liquidated damages of \$250 per day, per truck, shall be paid to the City of Sacramento for each day past 120 days from purchase order issue date. Units that are not delivered complete and operational to Scranton Manufacturing/New Way, 101 State Street, Scranton, Iowa, subject to change, within 120 days shall start accruing liquated damages on 121st day. Chassis' shall be complete to be considered delivered. No missing parts. If parts are missing, the city will not consider the vehicle being complete until all missing parts are installed and the City verifies the unit is complete. If a unit is damaged during transport, the unit will need to be repaired. The repairs will need to be verified before delivery can be determined.

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. Location proposed for fuel tank
 4. Fuel 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 and CNG 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 per order.

- b. Two (2) complete service and repair manuals for truck/chassis and engine per order Including schematics
- c. Two (2) complete parts manuals or CD ROMs (if available) for truck/chassis and engine per order.
- d. Two (2) one year subscriptions of the latest versions of the Cummins Insite Pro.

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). The Warranty period starts when vehicles(s) are placed in operation, not on delivery date.
- 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 in the Sacramento region.

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.

- e. Engine warranty shall be five (5) years 150,000 miles with no deductible.
- f. Transmission warranty shall be four (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 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. Two 4 hour classes. All training shall be provided when 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 Scranton Manufacturing/New Way, 101 State Street, Scranton, Iowa, subject to change, freight prepaid and allowed.

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of two (2) 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 modifies 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, Fleet Management Division, Attention: Ron Kammerer, 5730 24th Street, Bldg. 1, Sacramento, CA 95822. City shall be invoiced for chassis and body once both body and chassis are delivered to the City; **not chassis delivered to the body company.**

SECTION II – CONTRACT DOCUMENTS

D. TECHNICAL SPECIFICATIONS

1.0 SCOPE AND INTRODUCTION

This specification describes new, unused, latest model three axle, cab over truck chassis with left hand steering. These chassis' will be shipped to Scranton Manufacturing/New Way, 101 State Street, Scranton, Iowa, subject to change, where a 25 cubic yard capacity rear loading body and will be mounted onto the chassis.

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

The engine supplied for these trucks, either **LNG or CNG will 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.

Chassis delivery dates that are stated on this bid shall be used as part of the overall evaluation of this bid.

The City will also consider its past experience with each vendor/manufacturer meeting prior delivery commitments with the City as part of the evaluation process and may use this information in determining award.

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).

2.6 Parts availability

All chassis parts shall be available to the City from the local truck dealer and/or the truck manufacturer within in 30 days of request by the City or its agents. If the part is a proprietary part made for the truck manufacturer, and the truck manufacturer cannot obtain the requested part regardless of the reason. The City will be given the contact information for the supplier of the requested part(s) and the truck manufacturer will contact its supplier and will give their manufacturer authorization for the City or its agents to obtain the necessary part (s) directly from the truck manufacturer’s supplier.

This provision shall be in place as long as the chassis is in City’s possession and purchased from this bid.

3.0 CHASSIS REQUIREMENTS

This specification describes the requirements for a cab over left hand drive truck chassis that shall provide maximum visibility forward, to the sides, and rear of the truck.

3.1 Cab – Cab layout should meet the City ergonomics specifications as follows and shall be approved by the City. Cab should be a minimum of 120 cubic feet. Controls should be place in locations to permit those frequently used (Shifter, air brake, etc.) to be operated in the drivers primary reach zone. (No reach above shoulder height maximum arm extension 135 degrees and within 45 degrees to either side of the driver’s medial plane). The driver’s seat and the controls themselves must be adjustable to permit primary reach zone operation throughout the range of drivers sizes indicated above. These design principals shall include in the layout of the entire cab. All buttons, switched or any other input device that must be manipulated by the driver will be located generally on the left side in front within the reach zone described above, those devices less frequently used may require full arm extension by the driver.

1. Cab should be a minimum of 120 cubic feet.
2. Cab should have a minimum “obscuration” of 290 degrees.
3. Cab should have wrap around corner windows located in the “B” pillar to reduce blind spots.

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 25 yard capacity, Scranton Manufacturing/New Way. Chassis manufacturer / truck dealer, shall contact Scranton Manufacturing/New Way, for proper CA dimensions including additional frame length and clear frame space requirements. Any relocation of frame mounted items that impede mounting of body or accessories will be the responsibility of the chassis provider/ truck dealer including any cost associated to move items.

3.6 Wheelbase - Dimensions compatible with a 25 yard capacity body. Chassis manufacturer / dealer shall contact Scranton Manufacturing/New Way, subject to change, 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 provided 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 HMX 460, 46,000 capacity, with 54" axle spacing.

3.8 Axles

- a. Front, equal to Meritor MFS-20-133. Axle shall be designed to provide a minimum turning radius.
- b. Rear, equal to Meritor RT40-145P, ratio to give a road speed of 60 mph.

3.9 Shock Absorbers

- a. Front - required.
- b. Rear - not required.

3.10 Engine

- a. LNG fueled inline 6 cylinder.

1. Option No.1. CNG fueled in line 6 cylinder

- b. Gross horsepower at governed RPM - 320 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 1300 RPM maximum.
- 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 visible sight glass for determining coolant level. Site glass shall be easily visible from ground level. 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, 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 or 90 degree 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. A manual override shall be provided to permit driver to move vehicle off roadway.

- 3.15** The engine oil and coolant inspection fill points shall be readily accessible and allow checking without tilting of cab. 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. Transmission shall be set up allow PTO operation while truck is rolling in neutral at approximately 8 MPH and below. Shift control shall be touch pad type.
- b. Transmission oil cooler provided shall meet the transmission manufacturer's requirements to maintain transmission temperature 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 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 3 piece aluminum cross members shall be provided if available.

Note: Chassis provider shall contact Scranton Manufacturing/New Way and determine if additional chassis frame reinforcements and/or cross members are required for this body installation. Truck manufacturer shall install frame reinforcements and/or cross members as required to provide structural integrity.

3.18 Steering - hydraulic power assisted, LH 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
- 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.

3.21 Electrical System

- a. Alternator - 12 volt, 160 amp 31 SI minimum.
- c. Battery - two (2) minimum 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 location 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.
 - 2. Front signal lamps shall be mounted on the side of cab or door to provide maximum visibility. Lighting shall be LED type.
- d. All wiring shall 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/DPF if so equipped and one (1) air pressure. Air pressure gauge must provide audible warning whenever system pressure is below 60 pounds. All gauges must be provided with lights for night operation.

3.23 Fuel Tank and Location

LNG - 150 gallon minimum, left side frame mounted. Fuel fill shall accept JC Carter nozzle and shall be protected from winter mud accumulation to prevent contamination of fuel. All LNG fuel system components shall be installed prior to chassis being delivered to the body company. Economizer valve shall be set at 125 PSI and be adjustable. Excess flow valves shall be the longer version of the two available. Pressure regulator shall be adjusted to 140 PSI. Fuel line from vaporizer to engine shall have minimum diameter of 5/8".

CNG tank shall be mounted between the cab and body and have the range equivalent of 75 diesel gallons.

If engine dying problems are experienced or low fuel pressure codes are experienced, the truck dealer shall take immediate measures to make repairs within 48 hours of truck dealer being notified of the problem. These repairs shall be performed at City location(s). In the event repairs cannot be performed at City location(s), the contractor will be responsible to have truck(s) transported to their location to perform needed repairs and return truck back to the City. The City shall not accrue any cost since the truck(s) is/are under warranty. If the truck(s) needs to be towed the towing cost will be the responsibility of the contractor not the City.

3.24 Seat

Seats will be adjustable and weather resistant for driver and one (1) passenger; floor seats and doors shall be arranged to enable driver to enter and leave the cab with ease and dispatch. Left side (drivers) seat to be air suspension type, equal to with National Cush II with air operated lumbar support and Cordua Plus covering. Seat shall be mounted to provide the maximum amount of leg room. 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 250 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.** Fire extinguisher shall be bolted in place or placed into a designated compartment inside of the cab.
- c. Triangle flare kit equal to Grote 71422 with mounting bracket mounted behind the driver's seat mounted to cab floor. Not placed
- d. Door locks - on both doors.

- e. Mirrors, - Heated both sides, 7"x 16". Six (6) inch diameter convex mirror, equal to Grote 28041 to be mounted to mirror bracket below main mirror on both sides. One additional mirror mounted on the right front corner of the cab providing view of right side and front of cab
- f. Door windows – passenger & drivers side both electric powered. Electric motor shall be mounted inside the door frame. Wires shall not be in contact with the door jamb when door is closed.
- g. Window(s) rear of cab and to rear side and/or rear corner of cab shall be tinted.
- 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. Tow pins shall not be installed on the center of bumper
- 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-torque 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. Doghouse covering shall be constructed of ABS plastic, or padded covering match to 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. Door keys shall be keyed alike. Ignition switch shall be keyless.
- v. Interior fan - Shall be mounted to move air towards operator and within operators reach.
- w. Installation of Zonar EVIR with GPS, location of unit shall be determined by City staff. City will have Zonar activated when units are received.

- x. The City shall supply the appropriate City decals and seals to the contractor for installation on vehicles prior to delivery. This cost shall be included in the cost of the chassis.
- y. Power cab lift with manual option.

3.27 Paint Finish

- a. Cab and body shall be primed with and painted with a finish coat of Sierra Blue polyurethane paint, equal to PPG FTB917241.color. Paint color sample shall be provided to the City. Color sample shall be approved prior to cabs being painted.
- a. 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.

City Of Sacramento Equipment Questionnaire

Make AUTOCAR		Model ACX 64		Year 2013	
GVW 58,000		Curb Weight 15,900		Wheel Base 170"	
Engine Model: ISL-G		Displacement 540 cu. in.		No. Cylinders 6	
Engine Type (LEV,ULEV, etc.) ULEV				Gross HP 320	
Engine Fuel LNG OR CNG			CARB Certification? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		
Engine Emission Rating: Nox.13 PM ,002			Engine Family Number DCEXH0540LBF		
Alt. Model DELCO REMY 36SI		Output AMPS 160		Battery CCA (ea) 750	
				Total Batteries 3	
Air Cleaner (Type) DRY TUBE			Oil Filter (Type) SCREW ON TYPE		
Transmission: Type and No. of Speeds ALLISON AUTOMATIC 5 SPEED					
Front Axle: Rated Capacity 18,800			Springs (Type) FLATLEAF		
Rear Axle: Rated Capacity 40,000			Springs (Type) RUBBER BUSHED		
Rear Axle No. of Speeds ONE			Ratio 5.86		
Wheels: Type DISC		Rim Width FRONT 9.00" REAR 8.25"		Size 22.5	
Tires: Size FRONT 315/80R REAR 11R		Ply Rating FRONT 20PLY REAR		Type RUBBER	
Brakes: Type AIR			Booster NONE		
Reserve Tank and Warning System: YES					
Body: List size, name and capacity of attachments and other pertinent information					
Nearest Factory Authorized Services Center: 3115 COKE STREET WEST SACRAMENTO, CA 95691					
Bidder's Firm Name: WESTERN TRUCK CENTER					
By: FLOYD W. BUCHHOLZ					

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):

N/A

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

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

Number: 1012130

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 120 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 100% for payment within 20 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? _____%

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:

WASHINGTON STATE
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

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

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

1. CERTIFICATE OF INSURANCE

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

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

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

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: WESTERN TRUCK CENTER

Address: 3115 COKE STREET, WEST SACRAMENTO, CA 95691

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.

Floyd W. Buchholz
Signature of Authorized Representative

1 APRIL 2013
Date

FLOYD W. BUCHHOLZ
Print Name

REFUSE SALES
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM
LBE Two Percent (2%) Bid Evaluation Preference

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.¹ A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE 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 a qualified as a LBE prior to the time bids are received.

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

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

_____ N/A _____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

¹ The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, new unused latest model year, three axle, cab over truck chassis with left hand drive, in accordance with the provisions and specifications contained herein. Quantities are estimates, after the initial immediate order and the City may purchase as necessary after the initial order of this contract. Bids must be submitted in U.S. dollars.

Federal, State and/or Local Tax, Grant or Incentive Allowances: Bidders are requested /required to apply for and communicate to the City any allowances that may become available for purchases under any contract(s) awarded from this IFB. The Supplier shall act in good faith on the City's behalf for any vehicles or equipment purchased as a result of this contract award.

All chassis will be shipped to Scranton Manufacturing/New Way, the body manufacturer within 120 days from date of issuance date of purchase order or liquidated damages of \$250 per unit, per day will be assessed for each unit not delivered within 120 days.

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

Group I-Immediate Requirement

Item	Unit		
<u>No</u> <u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extension</u>
1 9	Cab Over Chassis LH Drive	\$ <u>167,781⁰⁰</u>	\$ <u>1,510,029⁰⁰</u>
	<u>AUTOCAR Xpeditor ACX64</u>		
	Proposed Manufacturer and Model for Chassis		
	8.5% sales tax	\$ <u>128,352⁴⁷</u>	
	CA Tire Tax	\$ <u>189⁰⁰</u>	
	Subtotal		\$ <u>1,638,570⁴⁷</u>

Option No. 1:

Additional Cost to provide CNG fuel system in lieu of the LNG fuel system. The CNG tanks will have the range equivalent of 75 diesel gallons. Bidder shall provide the location where the fuel tanks will be mounted on the vehicle within (3.23 Fuel Tank and Location, Page 43). If wheelbase needs to be extended please note in the bid the additional length required. Also, supply information how the turning radius will be affected. Bidder shall also indicate the size and amount of CNG tanks required and length of tank certification. All CNG fuel system components including fuel tanks shall be contained in an enclosed container which is lockable. Please provide weight distribution chart for a CNG chassis and a LNG chassis.

Ver. (05-04-12) THE ABOVE INFORMATION, DEALING WITH TANK LOCATION, SIZE OF TANKS, WEIGHT DISTRIBUTION, TURNING RADIUS, ETC. WILL BE SUPPLIED IF THE BID OPTION FOR CNG FUEL IS SELECTED. \$ 15,960⁰⁰ EACH Page 54 of 54 Pages 59 of 72



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2013

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

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

PRODUCER Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032	CONTACT NAME: Paige Sexton PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444 E-MAIL ADDRESS: pns Sexton@shepherdins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED GWP Holdings, LLC, Western Peterbilt, Inc., Western Truck Leasing PO Box 24065 Seattle WA 98124	INSURER A: Travelers	
	INSURER B: Berkshire Hathaway	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1211618372 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GA 3C882696	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Liability <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		GA 3C882696 GA 3C882696	11/1/2012 11/1/2012	11/1/2013 11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit: \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUP 3C882696	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X AKW001018 ALASKA WC ONLY	10/4/2012	10/4/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Inv. Phy Damage		GA 3C882696	11/1/2012	11/1/2013	Direct Primary: 40,850,000
A	Real & Personal Prop.		630 3C882696	11/1/2012	11/1/2013	Limit: 21,156,280

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Sacramento, its officials, employees and volunteers are listed as additional insured for Garage Liability per attached CGD247 0805.

30 Day Notice of Cancellation

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento 5730 24th Street, Bld 1 Sacramento, CA 95822	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Paige Sexton/DTURNER <i>Paige Sexton</i>
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ACORD 25 (2010/05)

INS025 (2010/05) 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

CITY OF SACRAMENTO
5730 24TH ST.
BLDG. 1
SACRAMENTO, CA 95822

PROJECT/LOCATION OF COVERED OPERATIONS:

BID # B13131311031

TRUCK CHASSIS LEFT HAND DRIVE

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

GWP HOLD-01

TCOOPER

DATE (MM/DD/YYYY)

4/10/2013

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

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

PRODUCER UUISI Universal Underwriters Ins Services Inc 7045 College Blvd Overland Park, KS 66211-1523		CONTACT NAME: PHONE (A/C, No, Ext): (800) 840-8842 E-MAIL: ADDRESS: FAX (A/C, No): (913) 469-3769	
INSURED GWP Holdings LLC Western Truck Parts & Equipment Co, LLC Western Peterbilt PO Box 24065 Seattle, WA 98124		INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 33120	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	X SWC1014005	10/4/2012	10/4/2013	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This work comp policy applies for the states of CA & OR.
 Locations: 3115 Coke St, West Sacramento, CA ; 8001 Oakport, Oakland, CA
 825 Stillwater Rd, West Sacramento, CA; 1800 Twin View Blvd, Stockton, CA
 3333 S 99 Frontage Rd, Stockton, CA; 9002 N Sever Ct, Portland, OR

Waiver of Subrogation in favor of the certificate holder applies.

CERTIFICATE HOLDER

City of Sacramento
 5730 24th Street, Bldg. #1
 Fleet Management
 Sacramento, CA 95822

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jim Cooper, J.

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HOUSTON-GALVESTON AREA COUNCIL

July 30, 2012

Phillip Allen, Vice President of Sales
Scranton Manufacturing, Inc.
P.O. Box 336
Scranton, IA 51462

Dear Mr. Allen:

RE: CONTRACT NO. RH08-12 FOR THE SUPPLY OF REFUSE HANDLING EQUIPMENT

Enclosed is the completely executed contract for rh08-12 "Refuse Handling Equipment for your files. Please be advised that your vendor number is #0553 and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require any further information concerning this contract please call me at 713-993-2446.

Sincerely,

Veronica Johnson

Veronica Johnson, CTP
Contract Specialist
H-GAC Cooperative Purchasing Program
Houston Galveston Area Council

Enclosures

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
Scranton Manufacturing, Inc.
Scranton, Iowa

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Scranton Manufacturing, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 101 State Street, Scranton, Iowa 51462.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Refuse Handling Equipment** Contract to become effective as of **August 1, 2012**, and to continue through **July 31, 2014** (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Refuse Handling Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Refuse Handling Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **RH08-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **RH08-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify

H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER**'s purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER**'s order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER**'s sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER**'s sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

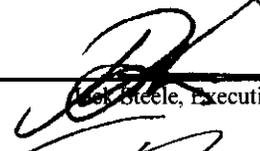
ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Don Steele, Executive Director

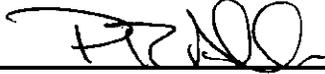
Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Debra Vele, Director of Public Services

Date: July 17, 2012

Signed for **Scranton Manufacturing, Inc.**
Scranton, IA:



Printed Name & Title: Phillip Allen, VP SALES

Date: 6/28, 2012

Attest for **Scranton Manufacturing, Inc.**
Scranton, IA:



Printed Name & Title: Jim Obetz, VP OPERATIONS

Date: 6/28, 2012

Attachment-A

Scranton Manufacturing, Inc.
 Contract No. RH08-12
 "Refuse Handling Equipment"

Applicable contract items are the Base Unit (Form-D) listings in the table below, priced per H-GAC's "RH08-12" specification requirements, as well as priced options (Form-E, etc) included in Offeror's submittal.

HGAC PRODUCT CODE	MANUFACTURER & MODEL	BASE UNIT PRICE
Front-Loading Bodies		
AG01	New Way: Mammoth Series 34: 34-Yd Heavy Duty Front Loader	\$74,176.00
AG02	New Way: Mammoth Series 40: 40-Yd Heavy Duty Front Loader	\$75,279.00
AG03	New Way: Western Series 34FL: 34-Yd Light Body, High Compaction Front Loader	\$71,333.00
AG04	New Way: Western Series 37FL: 37-Yd Light Body, High Compaction Front Loader	\$71,900.00
AG05	New Way: Western Series 40FL: 40-Yd Light Body, High Compaction Front Loader	\$72,400.00
AG06	New Way: Western Series 43FL: 43-Yd Light Body, High Compaction Front Loader	\$72,733.00
Rear-Loading Bodies		
BG01	New Way: Diamondback Series 6RL: 6-Yd Compact Rear Loader	\$31,829.00
BG02	New Way: Diamondback Series 6HC RL: 6-Yd, Compact Rear Loader, High Compaction	\$33,788.00
BG03	New Way: Diamondback Series 8RL: 8-Yd, Compact Rear Loader	\$32,600.00
BG04	New Way: Diamondback Series 8HC RL: 8-Yd, Compact Rear Loader, High Compaction	\$34,667.00
BG05	New Way: Cobra Series 9RL: 9-Yd, Mid Compaction Rear Loader	\$39,060.00
BG06	New Way: Cobra Series 11RL: 11-Yd, Mid Compaction Rear Loader	\$40,869.00
BG07	New Way: Cobra Series 13RL: 13-Yd, Mid Compaction Rear Loader	\$42,073.00
BG08	New Way: Cobra Series 16RL: 16-Yd, Mid Compaction Rear Loader	\$42,818.00
BG09	New Way: Cobra Series 18RL: 18-Yd, Mid Compaction Rear Loader	\$43,464.00
BG10	New Way: Cobra Series 20RL: 20-Yd, Mid Compaction Rear Loader	\$44,319.00
BG11	New Way: Cobra Series 25RL: 25-Yd, Mid Compaction Rear Loader	\$46,776.00
BG14	New Way: Cobra Magnum Series: 20RL, High Compaction Rear Loader	\$54,121.00
BG15	New Way: Cobra Magnum Series: 25RL, High Compaction Rear Loader	\$55,141.00
BG16	New Way: Cobra Magnum Series: 27RL, High Compaction Rear Loader	\$56,156.00
BG17	New Way: Cobra Magnum Series: 32RL, High Compaction Rear Loader	\$57,409.00
BG18	New Way: King Cobra Series: 20RL, Ultra High Compaction Rear Loader	\$57,170.00
BG19	New Way: King Cobra Series: 27RL, Ultra High Compaction Rear Loader	\$59,128.00
BG21	New Way: Viper Series 11RL: 11-Yd, Mid Compaction, Lightweight Rear Loader	\$38,500.00
BG22	New Way: Viper Series 13RL: 13-Yd, Mid Compaction, Lightweight Rear Loader	\$39,521.00
BG23	New Way: Viper Series 16RL: 16-Yd, Mid Compaction, Lightweight Rear Loader	\$41,466.00
BG24	New Way: Viper Series 18RL: 18-Yd, Mid Compaction, Lightweight Rear Loader	\$41,784.00
BG25	New Way: Viper Series 20RL: 20-Yd, Mid Compaction, Lightweight Rear Loader	\$42,773.00
BG26	New Way: Viper Series 25RL: 25-Yd, Mid Compaction, Lightweight Rear Loader	\$45,581.00
BG27	New Way: King Cobra Series 25RL: 25-Yd, Ultra High Compaction Rear Loader	\$58,182.00
BG28	New Way: King Cobra Series 32RL: 32-Yd, Ultra High Compaction Rear Loader	\$60,425.00
Side-Loading Bodies		
CJ01	New Way: Mamba HB600, 6-Yd High Compaction Side Loader, Fixed Body Configuration	\$34,332.00
CJ02	New Way: Mamba HB600, 6-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	\$35,574.00
CJ03	New Way: Mamba HB800, 8-Yd High Compaction Side Loader, Fixed Body	\$34,803.00

CJ04	New Way: Mamba HB800, 8-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	\$35,941.00
CJ05	New Way: Mamba HB1000, 10-Yd High Compaction Side Loader, Fixed Body Configuration	\$35,655.00
CJ06	New Way: Mamba HB1000, 10-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	\$37,305.00
CJ07	New Way: Sidewinder, 18-Yd High Compaction Automated Side Loader	\$93,627.00
CJ08	New Way: Sidewinder XTR, 20-Yd High Compaction Automated Side Loader	\$94,412.00
CJ09	New Way: Sidewinder XTR, 23-Yd High Compaction Automated Side Loader	\$94,675.00
CJ10	New Way: Sidewinder XTR 25-Yd High Compaction Automated Side Loader	\$95,310.00
CJ11	New Way: Sidewinder XTR 27-Yd High Compaction Automated side Loader	\$98,015.00
CJ12	New Way: Sidewinder XTR 29-Yd High Compaction Automated Side Loader	\$98,942.00
CJ13	New Way: Sidewinder XTR 31-Yd High Compaction Automated Side Loader	\$99,850.00
CJ14	New Way: Sidewinder XTR 33 -Yd High Compaction Automated Side Loader	\$100,757.00

FORM-E: OFFERED OPTIONS PRICING

Invitation #:

RH08-12

Offeror: SCRANTON MANUFACTURING CO. INC.

***** Offerer should reference this Invitation's Section-B, subsection 6.0 and 7.0 *****

- (1) Bid each option item on a single, separate line.
- (2) **Insert additional lines as necessary.** A single (continuous) Form-E shall be used to price options for all models bid.
- (3) No handwritten entries
- (4) Options should be priced at the differential amount between the Base Unit models' Form-D price and the optional (upgrade / downgrade) option.
- (5) All options priced herein must have a unique manufacturer product code.

BG01-BG04	NEW WAY	DB9	PAINT COLOR OTHER THAN WHITE	\$550.00
BG01-BG04	NEW WAY	DB10	SHOVEL/BROOM RACK	\$186.00
BG01-BG04	NEW WAY	DB11	TOOL BOX (18X18X24)	\$502.00
BG01-BG04	NEW WAY	DB12	2-YR BODY/HYDRAULIC WARRANTY	\$1,919.00
BG01-BG04	NEW WAY	DB13	5-YR CYLINDER WARRANTY	\$2,065.00
BG01-BG04	NEW WAY	DB14	DRIVE AWAY DELIVERY	\$1.95 MILE
BG05-BG26	NEW WAY	CV1	4-POINT SCALE SYSTEM	\$11,182.00
BG05-BG26	NEW WAY	CV2	6-POINT SCALE SYSTEM	\$14,370.00
BG05-BG26	NEW WAY	CV3	FRONT MOUNT MUNCIE MLS PUMP	\$3,568.00
BG05-BG26	NEW WAY	CV4	12,000 LB DRUM WINCH W/LATCH KIT	\$4,037.00
BG05-BG26	NEW WAY	CV5	12,000 LB REEVING WINCH W/LATCH KIT	\$4,939.00
BG05-BG26	NEW WAY	CV6	KICK BAR W/LATCH KIT	\$3,607.00
BG05-BG26	NEW WAY	CV7	KICK BAR W/O LATCH KIT	\$3,076.00
BG05-BG26	NEW WAY	CV8	PERKINS ROTARY TIPPER W/O ATTACH	\$5,454.00
BG05-BG26	NEW WAY	CV9	PERKINS ROTARY TIPPER W/LATCH KIT	\$5,884.00
BG05-BG26	NEW WAY	CV10	TAP-IN KIT	\$947.00
BG05-BG26	NEW WAY	CV11	DUAL TAP-IN KIT	\$1,117.00
BG05-BG26	NEW WAY	CV12	WORK LIGHTS	\$232.00
BG05-BG26	NEW WAY	CV13	SURFACE MOUNT STROBE LIGHT	\$299.00
BG05-BG26	NEW WAY	CV14	INTEGRATED STROBE LIGHT SYSTEM	\$466.00
BG05-BG26	NEW WAY	CV15	LED OVAL/ROUND STROBES	\$395.00
BG05-BG26	NEW WAY	CV16	PAINT COLOR OTHER THAN WHITE	\$1,093.00
BG05-BG26	NEW WAY	CV17	MAGNUM STEEL PACKAGE	\$2,148.00
BG05-BG26	NEW WAY	CV18	NYLON SLEEVES ON HOSES	\$309.00
BG05-BG26	NEW WAY	CV19	VIPER SLIDE CYLINDERS ON COBRA	\$477.00
BG05-BG26	NEW WAY	CV20	AUTO LUBE SYSTEM UP TO 14 POINTS	\$5,688.00
BG05-BG26	NEW WAY	CV21	MUD FLAPS PER PAIR	\$173.00
BG05-BG26	NEW WAY	CV22	EXTRA LENGTH STEPS	\$408.00
BG05-BG26	NEW WAY	CV23	EXTRA WIDE STEPPS	\$408.00
BG05-BG26	NEW WAY	CV24	ACCESS DOOR STEPS	\$351.00
BG05-BG26	NEW WAY	CV25	2-YR BODY/HYDRAULIC WARRANTY	\$2,333.00
BG05-BG26	NEW WAY	CV26	5-YR CYLINDER WARRANTY	\$2,732.00
BG05-BG26	NEW WAY	CV27	DRIVE AWAY FREIGHT	\$2.05
BG14-BG28	NEW WAY	KC1	4-POINT SCALE SYSTEM	\$11,182.00
BG14-BG28	NEW WAY	KC2	6-POINT SCALE SYSTEM	\$14,369.00
BG14-BG28	NEW WAY	KC3	FRONT MOUNT MUNCIE MLS PUMP	\$3,527.00
BG14-BG28	NEW WAY	KC4	12,000 LB DRUM WINCH W/LATCH KIT	\$4,037.00
BG14-BG28	NEW WAY	KC5	12,000 LB REEVING WINCH W/LATCH KIT	\$4,939.00
BG14-BG28	NEW WAY	KC6	KICK BAR WITH LATCHES	\$3,607.00
BG14-BG28	NEW WAY	KC7	KICK BAR W/O LATCHES	\$3,076.00
BG14-BG28	NEW WAY	KC8	PERKINS AUTO TRUNNION LOCKS	\$5,887.00
BG14-BG28	NEW WAY	KC9	PERKINS ROTARY TIPPER W/O ATTACH	\$5,454.00
BG14-BG28	NEW WAY	KC10	PERKINS ROTARY TIPPER W/ATTACH	\$5,884.00

