



City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Meeting Date: 4/1/2014

Report Type: Consent

Report ID: 2014-00164

Title: Contract: Purchase Utility Service Truck Bodies

Location: Citywide

Recommendation: Pass a Motion 1) awarding a three-year contract to Western Truck Fab for the purchase of seven replacement utility service truck bodies in an amount not to exceed \$862,980 for the three-year period; and 2) authorizing the City Manager or the City Manager’s designee to execute the contract specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

Presenter: None

Department: General Services

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Kourtney Burdick

3/21/2014 10:27:17 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 3/12/2014 9:31:58 AM

Description/Analysis

Issue Detail: The Department of General Services, Fleet Management Division, has a customer requirement to replace utility service trucks used for various pipe repairs for the Department of Utilities, Operation and Maintenance Division. These trucks are typically purchased as separate truck chassis and truck bodies, and this report recommends purchasing the required truck bodies.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56.

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 equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division, has a customer requirement to replace utility service trucks used for various pipe repairs for the Department of Utilities, Operation and Maintenance Division. These trucks are typically purchased as separate truck chassis and truck bodies, and this report recommends purchasing the required truck bodies. When vehicles are purchased as separate chassis and bodies, the chassis are typically purchased from a chassis manufacturer and delivered to a body manufacturer where both units are assembled into a single vehicle. Three of the utility service truck bodies recommended for purchase in this report will be matched with three utility service truck chassis approved by City Council on November 26, 2013 (Motion No. 2013-0300). The chassis to be matched with the remaining four utility service truck bodies recommended in this report will be purchased in the future as needed.

On January 2, 2014 Fleet Management, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B14131311005 for the purchase of utility service truck bodies. Three responses were received. Western Truck Fab was selected as the lowest responsive and responsible bidder. The bid evaluation results are provided in the following table:

Bid Evaluation Results - Bid No. B14131311005			
	American Truck & Trailer Body Co.	Tom's House of Hydraulics	Western Truck Fab
Utility Service Truck Bodies	\$388,176.00	\$350,487.00	\$339,906.00
Freight	0	0	\$1,050.00
Prompt payment discount	0	0	0
8.50% sales tax	\$32,994.96	\$29,791.40	\$28,892.01
Bid evaluation total	\$421,170.96	\$380,278.40	\$369,848.01

Note: The amounts noted above are for bid evaluation purposes only. The actual contract award amount may vary.

Financial Considerations: The recommended contract will be used to purchase a total of seven utility service truck bodies during the three-year contract term. These purchases will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the Department of Utilities multi-year operating project (MYOP) for replacement vehicles and equipment (I06013140, Water Fund, Fund 6005). Estimated annual expenditures are provided in the following table. Sufficient funding is available in both of these budgets to support the FY2013/14 purchases. Purchases in FY2014/15 and FY2015/16 are subject to funding availability in the adopted budget of the applicable fiscal year.

Estimated Annual Expenditures			
Contract Year	Budgeted Replacement Year	Quantity	Cost
Year 1	FY2013/14	3	\$369,849
Year 2	FY2014/15	2	\$246,566
Year 3	FY2015/16	2	\$246,566
		7	\$862,981

Local Business Enterprise (LBE): None of the bidders that responded to Bid No. B14131311005 for the purchase of utility service truck bodies are certified as local business enterprises.



Requires Council Approval: No YES Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Supplies	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$ 862,980.00		Original Doc Number:
Other Party: Western Truck Fab		Certified Copies of Document::
Project Name: Leak Van Utility Bodies		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: n/a	Bid Transaction #: B14131311005	E/SBE-DBE-M/WBE:

Department Information

Department: **General Services** Division: **Fleet Management**
 Project Mgr: **Ilena Garcia** Supervisor: **Keith Leech**
 Contract Services: **N/A** Date: Division Mgr: **Keith Leech**
 Phone Number: **808-1163** Org Number: **13001311**
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>JGA</i>	<i>2-27-14</i>
Accounting:	<i>N/A</i>	
Contract Services:	<i>N/A</i>	
Supervisor:	<i>N/A</i>	
Division Manager:	<i>[Signature]</i>	<i>2-27-14</i>

City Attorney	Signature or Initial	Date
City Attorney:	<i>KCB</i>	<i>3/10/14</i>

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Department Director:		
City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial: _____
Date: _____

Imaged:
Initial: _____
Date: _____

Received:
(City Clerk Stamp Here)



CITY OF SACRAMENTO

Fleet Management Division
(Responsible Department)

Bid Number: B14131311005

INVITATION FOR BID And Contract Specifications For Supplies

FOR: Leak Van Utility Bodies

Bids Must Be Received Up To The Hour of 2:00 P.M. on January 22, 2014

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814

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

General Services / Fleet Management
5730 24th Street, Building One
Sacramento, CA 95822
Conference Room
January 15, 2014 at 2:00 P.M.

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

Name of Bidder: Western Truck Fab

Address: 1923 West Winton ave.

City, State, Zip Code: Hayward, CA 94545

Phone Number: 510-785-9994

Email Address: meyers@westerntruckfab.com

BID NO. B14131311005

CITY OF SACRAMENTO

**Bid No. B14131311005
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.
3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

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 COP 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 <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Closed Session Room # CH1104, 915 "I" Street, First Floor, Sacramento, CA, at or after 2:00 P.M. on, Wednesday, January 22, 2014. 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 [X] 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.

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- 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
Fleet Management Division
Attention: Iseña Garcia
Email: iygarcia@cityofsacramento.org
Phone: (916) 808-1163

Technical Questions
Fleet Management Division
Attention: Ernesto Martinez
Email: EMartinez@cityofsacramento.org
Phone: (916) 808-8465

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.

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- 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 local 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.

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- 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:

**Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814**

Bid submissions made via personal delivery shall be delivered to:

**Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
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/>.

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

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SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B14131311005

FOR SERVICES/SUPPLIES: Leak Van Utility Bodies

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Western Truck Fab

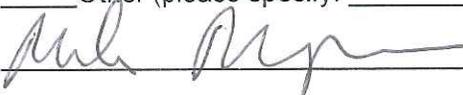
ADDRESS: 1923 West Winton Ave. Hayward, CA 94545

PHONE #: 510-785-9994 FAX #: 510-785-9986 E-MAIL: meyers@westerntruckfab.com

STATE TAX I.D. #: _____ FED. TAX I.D. #: 94-3086076

City of Sacramento Business Operation Tax Certificate #: 1017220
(Contract award will not be processed without a valid and current Certificate Number.)

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

BY: (signature of authorized person) 

PRINT NAME: Mark Meyers

TITLE: President

FOR CITY USE ONLY

The Bid was opened on January 28, 2014

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

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

City Clerk

CONTRACT AWARD

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

Specify: Item 1: Up to 7 units @ \$113,302 (each), plus sales tax \$9630.67 (each), and shipping \$350.00 (each).

Contract Not-to-Exceed Amount: \$ \$862,980.00

Award Date: March 25, 2014

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Kourtney C. Bondick
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.

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"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
915 I Street, Second Floor
Sacramento, CA 95814
- 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
915 I Street, Second Floor
Sacramento, CA 95814

- 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) PARTICIPATION REQUIREMENTS

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT (EFFECTIVE FOR BIDS OPENING AFTER 1/15/2014)

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on this contract**. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. 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. Proof 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 for at least twelve (12) consecutive months prior to submission of bid; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or

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- 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 or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide

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such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a

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hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. 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. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. 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

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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

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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

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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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

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- 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

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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

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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****Award**

The City reserves the right to reject any and all proposals as the best interest of the City may require. Consideration will be given in comparing proposals and in awarding a contract, not only to the amount of the proposal, but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. The City may also take into consideration product warranty, service and parts support available in the Sacramento area, the number of satisfied users in the area, delivery dates and bidders past performance.

Guarantee

- a. The manufacturer and/or dealer delivering the vehicle/unit(s) against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

Payment and Invoicing

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

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Pricing

- a. Prices are maximum for the first term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
- b. The City may consider price adjustments, only after initial contract term, based solely upon manufacturer price increase/decreases. Successful Bidder shall provide the City a written request for any such manufacturer increases/decreases. Such requests shall be addressed to Fleet Management

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and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum (30) day advance notice period shall be required for such requests. Requests for price increases adjustments are subject to the review and approval of the City. Any increase in cost shall not increase greater than 5% from the prior year.

- c. All prices quoted shall exclude Federal Excise Taxes. The City of Sacramento is exempt.

Quantities

The quantity specified is based upon current known requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties within one (1) year of contract award. The City's intent is to purchase (3) three units initially and (2) two units thereafter for each additional year up to three years for a total of (7) seven units. The quantities of (2) two units per year following the initial term are estimates and are subject to budget approval. The City reserves the right to make additional purchases in accordance with the clauses titled "Contract Period", "Prices" and "Quantities" (additional).

Cooperative Purchasing

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

Conference (Pre-Award)

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

Drug-Free Workplace Policy

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

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

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

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of one (1) year from the date of

award.

Contract Extension

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended (2) additional, (1) year terms. However, in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Purchase Order

- a. A Purchase Order will be issued to the Contractor on the behalf of the City organization(s) who will be ordering the 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.
- b. 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.
- c. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

Brand Names

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

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

Inspection

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

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street,

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Sacramento, California, or other sites as required, within the County of Sacramento, serviced and operable with minimum 1/2 tank fuel. The Fleet Management Division shall be given a minimum of twenty-four (24) hours notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

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

License

Exempt license plates shall be furnished to the City at time of vehicle delivery before payment can be made. Vehicle shall be registered to: City of Sacramento, 5730 24th St. Bldg 1, Sacramento, CA 95822. Vendor shall obtain unit number from City Representative before registering vehicle.

Warranty

- a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each unit. Warranty time to start when vehicle(s) are placed in operation, not delivered.
- b. The complete vehicle 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.
- c. The successful bidder shall list the nearest factory trained authorized repair facilities and guarantee that there will be adequate parts inventory to perform warranty repairs and provide product support for the time units are covered under manufacturers standard and extended warranties.
- d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.

Nearest Authorized Service Center Western Truck Fab

Address 1923 West Winton Ave

Hayward, CA 94545

Contact Name Mark Meyers

Contact Phone 510-785-9994

- e. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of \$98.00 per hour for pick up and delivery time involved.
- f. City of Sacramento shall be furnished a "no-charge" copy of the work describing type of repair and parts replaced.

Environmentally Preferable Procurement

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

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS**C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS****Technical Requirements****User's List**

Bidder will provide, with the bid, a user's list showing the names and addresses other municipalities or person(s) in the surrounding area using the bid product. This may be used, as a reference list by the City and consideration will be given to the number of users in this area.

Demonstration

At the request of the City the bidder may be required to provide a demonstration of the product bid. At the request of the City, failure to provide a demonstration as soon as reasonably possible but not to exceed thirty (30) days from the time of the request or failure of the product to perform satisfactorily during the demonstration may be grounds for bid rejection.

Training

At the option of the City, the successful bidder will provide operator and mechanic training. Instructor(s) used will be qualified and experienced with the units they are training on.

Regulations

The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current regulations of (1) California Vehicle Codes; (2) California Air Resources Board; (3) Cal-Osha standards as applicable; (4) National Highway Traffic Safety Administration; (5) Federal Motor Vehicle Safety Standards and Regulations; (6) California Environmental Protection Agency Air Resources Board and any other legal requirements that may apply.

Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by the City will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify the City before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.

Switches and Indicator Lights

All switches and indicator lights inside the cab will be within easy reach and view of the operator. Lights will not be concealed, mounted or positioned in such a way that the operator while seated is not able to determine if a light is illuminated.

Labels

All controls (levers, pedals, push buttons, switches, etc.) and indicator lamps will be clearly labeled as to function and direction of operation. Travel height of the unit shall be displayed on the dash with a placard. Unless otherwise specified herein, all labeling will be permanent placard type nameplates. Labels will be engraved metal or engraved laminated plastic and will not utilize glues or press-on attachments. Hand engraving is not acceptable. Factory embossed knobs or handles are acceptable.

Factory Cab Auxiliary Switches

Should factory auxiliary switches be available for equipment such as strobes, work lights, PTO, pumps, body control circuits, etc. the chassis will be provided with such switches sufficient to control all equipment. When the factory auxiliary switches are available they will be used to provide the control for the intended equipment, NO EXCEPTIONS. Switches will also conform to "SWITCHES AND INDICATOR LIGHTS" and "LABELS" above.

Hoses, Cables and Electrical

For all motor vehicle body, ancillary equipment installation and trailer construction all hoses, lines, electrical cables and wiring will conform to the following:

- a. All will be securely supported using properly sized vinyl coated or rubber cushion "P" type metal clamps (see <http://www.mcmaster.com/#cushioned-cable-clamps/=ckmkdw> for example). Tie-wraps **will be used only as necessary to aid** in the securement of hose bundles. Tie-wraps **will not** be used for the primary supporting or securing of hoses/lines. Stick-on or glue-on retainers are not acceptable. Tie wrap tails will be cut flush and smooth with the buckle and not leaving a point or sharp edge to injure personnel. Any tie wraps not finished in this manner will be rejected during inspections.
- b. **Grommets will be used where for any passage through compartments, frame members, bulkheads or any other material that may cause abrasion.**
- c. Positive protection or metal shielding will be used to preclude chaffing against frame members chassis, components, etc.
- d. Any penetration of a weather resistant or proof type tool box, cabinet or compartment will be sealed to avoid water intrusion.
- e. Wiring, internal and external, will be enclosed in loom and hoses and cables will be properly secured and routed in a neat professional manner.
- f. Any wiring passing through a compartment, tool or materials supply or work area will be encased in steel tubing for protection. Tube ends will be properly cleaned and de-burred to prevent any wire chaffing.
- g. Electrical tape is allowed inside the loom; however, it is not an acceptable replacement for loom and will not be permitted in lieu of the conduit.
- h. The use of "Scotch Lock" or equivalent wiring harness connectors is not acceptable.
- i. Any wire splices and/or butt connections will be soldered with shrink tube, or finished using heat shrink butt connectors or butt connectors with shrink tube.
- j. Wiring harness must be resealed when opened. **All** electrical wiring will be in conduit or loom.

Noise Level

The maximum allowable operating noise level for this vehicle/equipment, including all mechanical or hydraulic systems will not exceed 85dB(A) within the cab with the windows open unless pre-approved by the City.

Warranty and Other Requirements:

The regular manufacturer's warranty will be furnished for each unit.

- a. Minimum of one (1) year parts and labor commencing from the in service date of the unit, specified by Fleet Management.

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- b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.
- c. Vendor/Dealer will be responsible for transportation and associated costs from the City facility to the designated warranty repair facility and return to the City facility for the unit(s) bid throughout the entire warranty period including extensions.
- d. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer cannot perform the warranty repair within the warranty period, the Vendor/Dealer shall cover the warranty repair according to when the issue is initially reported to the Dealer/Vendor by the City and not at the time of repair.
- e. Paint shall be covered for adhesion and corrosion. Vendor/Dealer shall provide documentation of paint warranty coverage, term of warranty, and the process used for applying the paint. The bidder will be responsible for the pre-mature failure of the paint due to incorrect preparation, application, mixing, or materials. Bidder will not be responsible for the failure of the specified paint due to manufacturer's product defects.

Components

The component parts of the unit will be of proper size and design to safely withstand maximum stresses imposed by a maximum capacity load, and the manufacturer's rated loads for axles and bearings will not be exceeded when the unit is loaded to such capacity. All driving parts will have a torque capacity sufficient to transmit maximum power developed by the engine. All components will be (OEM) Original Equipment Manufacturer unless not available as an (OEM) option. All components will be mounted or installed as per component manufacturer's specifications.

Construction

The apparent silence of this specification as to any detail, or the omission from it of a detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. Corners will be rounded, edges and surfaces will be free of sharp edges and burrs. City personnel frequently service and maintain the equipment and will not at any time be exposed to injury from unfinished parts. Body and all components will allow for full movement of tires and suspension without rubbing, interfering or limiting in any way.

Completed Vehicle Labels

If this vehicle/equipment is a chassis with a manufactured body, the body manufacturer will be registered with the National Highway Traffic Safety Administration. The completed unit will be affixed with a label certifying compliance with all applicable Federal Motor Vehicle Safety Standards and displaying vehicle identification and weight ratings. Labels will comply with Title 49 Code of Federal Regulations Parts 565 through 568 for but not limited to information and placement.

Questions

After a successful bidder has been awarded a bid, should at any time during the construction process that vendor have a question or doubt about any of the specifications listed in this document they will notify the Fleet Management Office at (916) 808-8465 for clarification before continuing. All questions prior to the bid award will be directed to the Contracts and Procurement Specialist agent listed on the front of this Invitation for Bid.

City Fleet Management approved equal / Equivalent

All components specified that include the language "City Fleet Management approved equal" and/or "equivalent" will mean the same in configuration, specifications and minimum performance of the

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component. Any deviation from the minimum City proposed specifications, shall be stated under the Dealer Proposed Specifications (Exception) for the City's review. Equivalentents and any modifications from the specifications stated herein shall be evaluated and approved by the Fleet Management Office at (916) 808-8465 before that equivalent may be used.

Meetings and Inspections

- a. A pre-production meeting may be required by the City of Sacramento, Fleet Management to discuss the specifics of how the body will be built before construction starts.
- b. A pre-delivery inspection may be required by Fleet Management just prior to the delivery of the vehicle/equipment for specification compliance.
- c. Vendor/Dealer shall supply production photos of each unit during production upon City request.
- d. It will be the responsibility of the Dealer/Vendor to contact the City for these inspections. Please contact the Fleet Management Office @ (916) 808-8465 when any vehicle/equipment is ready for inspection(s).

TECHNICAL SPECIFICATIONS

LEAK VAN BODIES TO BE INSTALLED ON CITY SUPPLIED FREIGHTLINER M2 CHASSIS

Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications with a "√". Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer proposed specifications column. Failure to specify exceptions may result in the rejection of the bid.

	City Proposed Minimum Specifications	Comply (Indicate with √)	Dealer Proposed Specifications (Exception)
SCOPE:	New, unused, custom utility bodies, associated equipment, installation, air compressors and cranes to be mounted on City supplied Freightliner M2 chassis (33,000# GVWR). Chassis will be supplied with behind the cab mounted CNG tanks and cabinet with clear ninety seven (97") inches to centerline of rear axle, seventy five (75") inches of after frame, thirty four (34") inch frame width and top of frame approximately forty (40") inches above ground. Successful bidder shall be responsible for verifying dimensions, weight configurations of Chassis to support the body, and coordinating with Chassis manufacturer prior to build and installation	X	
BODY CONSTRUCTION: Length / Height / Width	165" / 103" / 95" Dimensions are approximate	X	
Galvaneal Steel	Body construction will be a minimum of fourteen (14) gauge galvaneal steel, or as specified, electrically welded	X	
Edges	All edges inside and out must be ground smooth with all exposed edges hemmed	X	
Hardware	All door hinges, latches, hardware and accessories that utilize threaded fasteners will be installed with machine screws with self-locking nuts, lock or star washers at the minimum to prevent external removal or loosening due to vibration. Sheet	X	

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	metal screws are unacceptable.	X	
Washers	Plain washers will be used under the head of hex-head bolts	X	
Hinges	Hinges to be rod and socket with stainless steel rods and brass sockets	X	
Rear Wheel Cutouts	Rear wheel cutouts must allow sufficient room for tires and be a minimum of six (6) inches	X	
Splash Guards	Mount splash guards immediately behind rear axle	X	
Mounting to Chassis	Body will be mounted to chassis using minimum six (6) point system to comply with FMVSS. Body should be shear plate mounting design and all attaching hardware will be SAE grade 8. All chassis holes will be drilled and reamed to final dimension	X	
Wheel Chocks	Two (2) wheel chock holders in each fender panel	X	
BODY COMPARTMENTS & DOORS: Compartments	Any compartment with a rollup door shall be a sweep to clean design, or as specified	X	
Rain Gutter	All doors will have a rain gutter or system above them to channel away water	X	
Locks	All locks will be keyed alike with standard type keys. If multiple units of this specification are ordered, each unit will have a different key pattern.	X	
Compartment/Door Hardware	Compartment door hardware will be stainless steel bolt or rivet on and shall meet the (OEM) Original Equipment Manufacturer installation specifications. Weld on installation is unacceptable	X	
Rollup Doors	Rollup doors shall be ROM series III or City Fleet Management approved equal. Rollup doors shall be installed per Original Equipment Manufacturer (OEM) instructions – REQUIRED. Any comparable rollup door to the ROM series shall be specified under the Dealer proposed specifications (Exception)	X	

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Drip Rail	Drip rail to have built-in replaceable non-contacting seal to eliminate scratching the surface of the door. Drip rail seal prevents water from entering compartment	X	
Dividers	Removable dividers shall be provided for adjustable drawers and shelves	X	
Adjustable Trays	Adjustable trays to be manufactured with the capability to be moved from one position to another in equivalent sized cabinets	X	
Adjustable Divider Shelves	Adjustable divider shelves will incorporate adjustable slots on six (6) inch centers	X	
Drain Holes	Provide one half (1/2) inch drain holes with plugs in all compartments	X	
Body Seams	Caulk and seal all non-continuously welded body seams and attaching points for body accessories	X	
S1 – STREET SIDE COMPARTMENT:	First front vertical compartment.	X	
Inside Dimensions	42" Wide x 70" High x 24" Deep. Inside dimensions are approximate	X	
Door	Shall include a single rollup door	X	
Peg Board	Compartment to be divided vertically into two sections with steel pegboard installed on all interior walls. Twelve (12) Heavy duty pegboard tool hooks shall be supplied with each pegboard equipped compartment	X	
Left Side Trays	Left side to be 17" wide and have three (3) adjustable and removable trays with adjustable and removable dividers on 6" centers, top trays mounted at 30 degrees	X	
Right Side Trays	Right side to be 25" wide with three (3) adjustable and removable trays, top tray shall be mounted at 30 degrees and one (1) fully enclosed lock to open, lock to close pull out drawer 5" deep mounted on ball bearing slides with a hinged, lockable lid to hold map books	X	
Fixed Shelf	Shelf to support a City supplied	X	

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	microwave on the right side of the compartment.	X	
GFCI Outlet	Rear panel to have a dual 120 VAC GFCI and weather protected and outlet wired to generator. Location to be specified by the City	X	
S2 – STREET SIDE COMPARTMENT:	Second front vertical compartment.	X	
Inside Dimensions	22" Wide x 29" High x 24" Deep. Inside dimensions are approximate	X	
Door	Door with two point latch twist to lock, double sprung	X	
Tray	Compartment to have a heavy duty slide out lock to open, lock to close tray as large and as low as possible mounted on 250 lb. capacity ball bearing slides to support a City supplied Honda water pump, model WB20X	X	
Floor	Compartment floor to be reinforced with 12 gauge steel tread plate to support the weight of the tray and water pump	X	
S3 – STREET SIDE COMPARTMENT:	Horizontal compartment over rear axle.	X	
Inside Dimensions	76" Wide x 41" High x 24" Inside dimensions are approximate	X	
Sections	Compartment to be divided vertically into two (2) equal sections, left and right	X	
Door	Shall include a single rollup door	X	
Peg Board	Compartment to be divided vertically into two equal sections with steel pegboard installed on all interior walls. Twelve (12) Heavy duty pegboard tool hooks shall be supplied with each pegboard equipped compartment	X	
Left Side Trays	Left side to have three (3) adjustable and removable trays with adjustable and removable dividers on 6" centers, top tray mounted at 30 degrees	X	
Right Side Trays	Right side to have three (3) adjustable and removable trays with adjustable and removable dividers on 6" centers, top tray mounted at 30 degrees	X	
Adjustable Dividers	Adjustable dividers in bottom of compartment	X	

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S4 – STREET SIDE COMPARTMENT:	Rear vertical compartment	X	
	Inside Dimensions	18" Wide x 70" High x 24" Deep. Inside dimensions are approximate	X
	Door	Shall include a single rollup door	X
	Shovel Hangers	Two (2) heavy duty shovel hangers with straps to secure tools	X
	Floor	12 Gauge sheet metal floor with drain holes	X
S5 / C5 UNDERDECK STORAGE COMPARTMENT		Rear platform to have underdeck storage compartment. Compartment to be thru compartment full width with 12 gauge sheet metal floor with drain holes; tools shall be able to smoothly slide in to the compartment and have adequate drainage to wash off mud and debris	X
	Street Side and Curb Side Compartments	Street side and curbside compartments in the platform will be as deep as step cutout and hose reel housing will allow	X
	Compartment Doors	Curbside door to be right hand hinge and street side door to be left hand hinge; both with lockable twist to lock latch and keyed to match body doors	X
C6 – CURBSIDE REAR VERTICLE COMPARTMENT:	Inside Dimensions	18" Wide x 29" High x 24" Deep Inside dimensions are approximate	X
	Door	Door with two point latch twist to lock, double sprung	X
	Tray	One (1) tray adjustable and removable with dividers 6" on centers	X
C7 – CURB SIDE COMPARTMENT:		Horizontal compartment over rear axle to the rear panel	X
	Inside Dimensions	73" Wide x 41" High x 24" Deep. Inside dimensions are approximate	X
	Door	Shall include a single rollup door	X
	Sections	Compartment to be divided vertically into two (2) equal sections, left and right.	X
	Peg Board	Compartment to have steel peg board on all interior walls of complete compartment. Twelve	X

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	(12) Heavy duty pegboard tool hooks shall be supplied with each pegboard equipped compartment	X	
Tool Chest	Heavy duty tool chest, three (3) lock to open and lock to close roller bearing drawers, five (5") inches deep, door opening width, left side	X	
Trays	Two (2) adjustable and removable trays with adjustable and removable dividers on 6" centers mounted at 30 degrees on the right side	X	
C8- CURB SIDE COMPARTMENT:	Second front vertical compartment.	X	
Inside Dimensions	28" Wide x 70" High x 24" Deep. Inside dimensions are approximate	X	
Door	Shall include a single rollup door	X	
Tray	Top section to have one (1) adjustable and removable tray with adjustable and removable dividers on 6" centers mounted at 30 degrees	X	
Floor	Compartment floor to be reinforced with 12 gauge steel tread plate to support tools and electric hydraulic tool lifting device to meet Original Equipment Manufacturer (OEM) specifications	X	
Hydraulic Tool Lifting Device	Shall provide a Vanair ETL 500 or City Fleet Management approved equal. The electric power tool lift shall accommodate (3) three air hammers. Hex sizes to be specified by the City, Fleet Management. Any comparable lifting device to the Vanair model shall be specified under the Dealer proposed specifications (Exception)		BOSS HL-300 TOOL LIFT CAPABLE OF ACCOMODATING UP TO (3) AIR HAMMERS P/N:60030-02
Compartment Storage	Compartment to have provisions to store a backfill tamper, air drive motor, and assorted gads and drill steel	X	
C9 - CURB SIDE COMPARTMENT: Upper Compartment	First front vertical compartment divided into two sections	X	
Inside Dimensions	35" Wide x 70" High x 24" Deep. Inside dimensions are	X	

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Door	approximate	X	
	Shall include a single rollup door	X	
Trays	Compartment to have two (2) adjustable and removable trays with adjustable and removable dividers on 6" centers mounted at 30 degrees	X	
	Compartment to have Reelcraft model 4545-1237, 45Ft cord reel or City Fleet Management approved equal. Any comparable cord reel to the Reelcraft model shall be specified under the Dealer proposed specifications (Exception).	X	
Cord Reel			
GFCI Outlet	Remote covered GFCI outlet to be hard-wired with electrical conduit (min. 10 AWG size, or as dictated by generator output) to rear body side pack panel and left side first front vertical compartment. Male three-prong pigtail at the generator end of truck wiring, for plugging into generator GFCI outlet. GFCI outlet to be permanently labeled with receptacle rating.	X	
	Shall provide a BOSS B-CAN or Vanair V-Tec or City Fleet Management approved equal. Module mounting location to be approved by City Fleet Management representative prior to mounting. Any comparable module to the BOSS or Vanair model shall be specified under the Dealer proposed specifications (Exception)	X	
Diagnostic and Speed Control Module			
Lower Compartment Floor	Shall be a minimum of three sixteenths (3/16) inch diamond plate floor	X	
	Generator shall be a Honda 3500 watt generator, model EG4000CLAT or City Fleet Management approved equal. Any comparable module to the Honda model shall be specified under the Dealer proposed specifications (Exception)	X	
Generator			
Generator Tray	Bottom to have pull out tray on	X	

	250 pound ball bearing slides to house the gasoline powered generator with full GFCI. Generator to slide clear of compartment opening at full extension and lock in the open and closed positions. Generator to be mounted as low as possible on slide assembly. Compartment floor to be adequately reinforced for weight of generator and slide hardware.	X	
Ventilation	Compartment front panel and interior panel to have louvers for ventilation to meet generator Original Equipment Manufacturer (OEM) specification	X	
C10 – CURB SIDE COMPARTMENT:	Compressor hydraulic oil cooler compartment located curbside above first front vertical	X	
Inside Dimensions	35" Wide x 43" High x 24" Deep. Inside dimensions are approximate	X	
Hydraulic Oil Cooler	Heavy duty hydraulic oil cooler shall be accessible from inside the body through a removable protective grate and mounted on expanded metal in a removable tray designed to catch oil leaks with a drain hose	X	
Shelf	Shelf to mount the compressor intake air housing on left side of the compartment with door to service filter from the curbside of the body	X	
Cooling Fan	Electronically controlled heavy duty electric cooling fan mounted with opening and protective grill to the curbside shall meet compressor (OEM) specifications	X	
CURB SIDE SADDLE CABINET: Dimensions	Cabinet to be flush with the body. Inside dimensions shall be 28" Wide x 16" High x 28" Deep. Inside dimensions are approximate	X	
Barn Doors	Lockable double barn doors, closing right over left with two point twist to lock latch and keyed to match	X	
STREET SIDE SADDLE CABINET: Dimensions	Cabinet to be flush with the body. Inside dimensions shall be 28" Wide x 16" High x 28" Deep. Inside dimensions are	X	

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	approximate	X	
Barn Doors	Lockable double barn doors, closing left over right with two point twist to lock latch and keyed to match	X	
SUPERSTRUCTURE: Structure Dimensions	39" H x 135" L x 95" W Dimensions are approximate	X	
Roof Design	Roof design to be tapered from sliding roof to outside of compartment with a minimum of one inch drop per foot to channel away moisture	X	
Sliding Roof	Sliding roof installed on top of superstructure 135" long over bed area. Rear section to slide under fixed front section. The sliding section will have a two-point latch (one (1) left and one (1) right) with single hand release and will latch approximately every 12". The rails will be made to channel water off the front and back of the body and not into the body	X	
Material Shelves	Two (2) equal spaced material shelves each side, above side of body 135" long. Shelves to be vertically supported from roof to side racks and have interior access. Curbside shelves to have end opening doors with top shelf to have front door also. These shelves shall be heavy duty for carrying pipe. Shelves both sides to have interior upward return to keep items from falling into bed area	X	
Curtain and Chain Gate	Rear to have canvas curtain and chain gate. Chain gate to be removable and hinged on 1" pipe rail mounted at top of rear superstructure. Chain gate to slide on pipe left to right and hinged to fold into bed area right side. Gate to lock in closed position and have provisions for pad lock	X	
Bed Dimensions	135" L x 47" W Dimensions are approximate	X	
Non-Skid Spray	Bed and twelve (12) inches up the walls will be coated with gray LINE-X or City Fleet	X	

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	Management approved equal non-skid spray in liner. Any comparable non-skid spray to the Line-X shall be specified under the Dealer proposed specifications (Exception)	X	
D-Rings	Eight one half (1/2) inch D-rings will be installed on the inside walls of the bed equally spaced, four on each side so that the bottom of the D-ring just rests on the floor to eliminate rattling when traveling	X	
Tail Board	Rear to have 6" high removable hardwood tail board	X	
Front Shelves	Front of bed area to have four (4) 18" deep shelves, left to right. Shelves to be supported for loads of up to 300 pounds each. See drawing end view for positions	X	
E-Trac	24" deep side sections of bed interior to have "e-trac" full length, each side height of "e-trac" to be determined at time of construction. One hundred (100) hooks to be furnished that are compatible with "e-trac"	X	
Rear Panel	Bed interior at rear each side to have 9" panel approximately 40" High to close off bed area and to attach chain gate	X	
Ladder Hooks	Left interior side to have two (2) hooks to carry 120" long extension ladder	X	
Right Rear of Bed	Right rear section of bed area to be clear of obstructions	X	
Dome Lights	Stationary section of bed roof to have two (2) dome LED lights and switches with the ability to illuminate bed area and shelves completely. Switches to be wired to master power switch in cab per body compartment lights	X	
Arrow Stick	Furnish and install a Whelen 8 LED or City Fleet Management approved equal traffic advisor arrow stick on roof of body and an electronic control module with auxiliary switches to control body	X	

	lights in the cab per direction of Fleet Management. Mounting locations shall be approved by City Fleet Management Representative. Installation shall be heavy duty to protect from tree branches and be able to swing towards the street side and lock in open and closed positions to accommodate crane operations. Any comparable arrow stick to the Whelen shall be specified under the Dealer proposed specifications (Exception)	X	
Cone Holders	Mount two (2) drop down cone holders on front bumper to accommodate 20" and 28" cones	X	
Plywood Compartment	Front bulkhead exterior wall to accommodate a compartment four (4) inches wide by forty-nine (49) inches tall by ninety-six (96) inches across. (To hold 4x8 sheets of plywood) Chain retainers both sides	X	
REAR PLATFORM:	Rear platform will extend thirty (30) inches aft of the compartment side racks and be ninety five 95" inches wide	X	
Material	Platform to be one quarter 1/4" inch diamond plate steel and painted with LINE-X or City Fleet Management approved equal gray non-skid coating. Any comparable non-skid spray to the Line-X shall be specified under the Dealer proposed specifications (Exception)	X	
Platform Step	Platform to incorporate step cut out for bed access. Step to be on left rear side of deck just outside the frame. Step will not be more than fifteen (15) inches from the ground to step or step to deck. Additional step may be required.	X	
Platform Step Material	Step will be made of raised grip strut material (not grating or expanded metal)	X	
Platform Step Clearance	Step width will be a minimum clear area of sixteen (16) inches	X	
Hand Rail	Heavy duty hand rail for rear step to be on left of step to body rear	X	

	panel	X	
Platform Weld	Rear platform to be welded to main body and be tied into body side sections, floor and rear cross members, with full width structural channel	X	
Rear Platform Capacity	Curbside of rear platform to be reinforced for 3200 # capacity crane and pedestal to meet (OEM) Original Equipment Manufacturer specifications	X	
Platform Lights	Units stop, tail, directional, back-up and marker lights for the rear of vehicle to be flush mounted in rear platform. All lights shall be LED and have back protection, see drawing for locations	X	
Hydraulic Hose Reel	Hydraulic hose reel for tool circuit to be mounted on right rear body panel. Hose reel spring rewind to be 50 ft. capacity with 1/2" supply and 1/2" return line. See attached Hydraulic Tool circuit specification	X	
Rear Corner Reinforcement	Street side and Curbside rear corners of platform to be reinforced for vise mounting, with front supports	X	
Outlets	Two (2) 120 VAC dual receptacle GFCI weather protected outlets shall be installed, one (1) inside crane pedestal on curbside side and one (1) on street side recessed. Mounting locations to be determined by City Fleet Management Representative	X	
Hose Reel	Center of work deck between frame rails to have Hannay hose reel model GH 1474 REV D with 12 Volt DC rewind or equivalent 100'x 3/4" air hose, ball stop four (4) way roller guide, air supply shut off to be OSHA 1/4 turn on/off valve mounted at inlet or reel and be plumbed to compressor outlet port with inline oiler. All body surfaces to come in contact with the hose shall have roller guides equivalent to those supplied on the hose reel. Shall have a hinged lock to open lid made of one quarter 1/4" inch diamond plate steel and painted with	X	

	LINE-X or equivalent gray non-skid coating to access hose reel. Any comparable hose reel and non-skid spray to the Hannay and Line-X shall be specified under the Dealer proposed specifications (Exception)	X	
Vise Platform and Pedestals	Two (2) removable vise pedestals and two (2) sockets will be installed on the rear corners of the platform. Socket material in platform will be 2 1/2" by 2 1/2" by .250 wall. Pedestal will be 2" square HD tube and welded to the corner of the platform so that the assembly can be rotated from a stow position to three other working positions. Vise platform will be approximately 9" by 6" by 3/8". Pedestal tube and socket will be drilled to accept a 1/2 inch bolt to prevent theft. Pedestal socket will be through the rear platform and open to the ground, not allowing rainwater to drain into cabinet	X	
Street Side Vise	Street side corner of platform to have removable vise pedestal with vendor supplied Wilton 8" machinist vise or City Fleet Management approved equal. Any comparable vise to the Wilton shall be specified under the Dealer proposed specifications (Exception)	X	
Curb Side Vise	Curbside rear corner of platform to have removable vise pedestal with vendor supplied Rigid model BC810 pipe vise. Any comparable vise to the Rigid shall be specified under the Dealer proposed specifications (Exception)	X	
Vise Mounting	Vise mounting to be determined by City Fleet Management representative	X	
CRANE:	Autocrane model 3203PR hydraulic crane or City Fleet Management approved equal. Any comparable crane to the Autocrane shall be specified under the Dealer proposed		LIFTMOORE 3200 REL-15 CRANE, MEETS OR EXCEEDS AUTOCRANE SPECS

	specifications (Exception).		
Crane Pedestal	Crane pedestal to be welded to main body and be tied into body side sections, floor and rear cross members, with structural reinforcement to meet crane (OCM) Original Crane Manufacturer specifications	X	
Door	Single rollup door	X	
Shelf	Shelf to support City supplied water cooler per drawing	X	
Crane Master Switch	Crane master power disconnect switch	X	
Work Light Switch	Telescoping work light master switch	X	
Crane Remote	Crane remote socket	X	
Power Sockets	Two (2) Aux power sockets	X	
GFCI Duplex Receptacle	One (1) 120 VAC, 20 amp, GFCI duplex receptacle	X	
CRANE HOIST:	Crane shall be mounted on properly reinforced crane pedestal cabinet curbside rear corner of body.	X	
Power Switch	Power on off switch for crane inside cabinet	X	
Boom Support	Shall include a crane boom support	X	
Crane Hook	Crane hook will stow on a "D" ring attached to the top of the right side pack. The "D" ring will be welded to a stiffener plate attached to the side pack wall and be sufficient enough so that normal usage will not distort the wall of the side pack	X	
Outriggers	A minimum of (1) outrigger shall be installed, located on the crane side, as required by the crane manufacturer to support the operation of the crane	X	
AIR COMPRESSOR:	Vanair or Boss Industries PTO shaft driven 185 CFM @ rotary screw air compressor model 8060UBI or City Fleet Management approved equal. Any comparable compressor to the Vanair or Boss shall be specified under the Dealer proposed specifications	X	

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	(Exception).	X	
CFM Rating	One hundred eighty-five (185) CFM rated	X	
Operating Pressure	Operating pressure rated not less than one hundred (100) psi	X	
ASME Receiver	ASME receiver with safety valve	X	
Oil Temperature Regulator	Automatic compressor oil temperature regulator.	X	
Air/Oil Separator	Air/oil separator with replaceable element	X	
Tool Oiler	Inline tool oiler	X	
Automatic Capacity Control	Zero to one hundred (0 - 100) percent automatic capacity control	X	
Air Intake System	Dry air intake system. Air intake will be located in the hydraulic oil cooler compartment curbside above right front vertical. Compressor intake air housing will be mounted on left side of the compartment with door to service filter from the curbside of the body	X	
Electronic Control Module and Gauges	Discharge air pressure gauge on compressor and BOSS B-CAN or Vanair V-TEC electronic control module located in right front vertical compartment	X	
Safety Devices	Automatic shut down for high compressor temperature. Compressor lube high temperature and high pressure safety system. Automatic blow down device. High pressure relief valve that will prevent start up with excessive head pressure.	X	
Sight Glass	Sight glass for the receiver oil level will be in an area that is easily checked without going under the body. Sight glass will display the correct system oil level when the truck is on a level surface	X	
Oil Fill	Proper placement of the oil fill for the receiver will be considered so that the fill is not obstructed. Oil fill will be accessible and labeled per "LABELS" of these specifications	X	
Compressor Capacity	The compressor shall operate at full capacity without overheating at any time.	X	

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Air Outlets	One (1) outlet at center of work deck between frame rails to feed hose reel and one (1) outlet below cab guard right side with a three quarter (3/4) inch ball valve and a Dixon dual lock coupler or City Fleet Management approved equal.	X	
Air Supply Hose	Air supply to hose reel will have a velocity fuse to shut off flow when hose is damaged and three quarter (3/4) inch ball valve with feature that bleeds pressure from reel hose in the off position. Shut off to be OSHA ¼ turn on/off valve mounted at inlet or reel and be plumbed to compressor outlet port with inline oiler. All body surfaces to come in contact with the hose shall have roller guides equivalent to those supplied on the hose reel	X	
Coupler	End of hose will have with a three quarter (3/4) inch "Dual Lock Quick Acting Coupler with Locking Sleeve." Dixon Valve and Coupling Co. or City Fleet Management approved equal	X	
Location of Controls	The location of all controls, gauges, oiler and water separator for the compressor shall be approved by Fleet Management.	X	
PTO AND HYDRAULIC SYSTEM:	Chelsea powershift PTO with a hydraulic pump of a proper size to operate systems at required GPM and PSI or City Fleet Management approved equal. Any comparable PTO to the Chelsea shall be specified under the Dealer proposed specifications (Exception)	X	
Hoses / Tubing / Valving	Builder to provide and install all needed hoses, tubing and valving so all systems will operate correctly	X	
Hydraulic Filtering	Hydraulic system will be filtered. Shut off valve(s) located to isolate system for filter servicing	X	
Hydraulic Gauge	Hydraulic tank shall have a sight gauge	X	
Tank Filler Label	Tank filler will be labeled per "LABEL" specifications under the	X	

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	"Special Provisions" section and located for easy access	X	
Drain Plug	Tank will have a magnetic drain plug located in an easily accessible position	X	
Tank Box	Tank will be mounted in the bed and protected with a diamond plate box. Box will allow for easy filling, checking and servicing	X	
TRAILER HITCH:	Class 4 hitch and Pintle Hook with two (2") inch ball combination mounted with grade eight bolts to meet (OEM) Original Equipment Manufacturer specifications.	X	
D-Lashing Rings	Two (2) one (1) inch Betts B-48 D-lashing rings for dual safety chains attachment or City Fleet Management approved equal. Any comparable D-lashing rings to the Betts shall be specified under the Dealer proposed specifications (Exception)	X	
Hitch Mount	Hitch mount shall meet the (OHM) Original Hitch Manufacturer specifications.	X	
Electrical Sockets	One (1) six (6) pole (Cole Hersee 1235) or City Fleet Management approved equal. Wired per SAE standards. Sockets will be metal. Plastic sockets will be unacceptable. Any comparable sockets to the Cole Hersee shall be specified under the Dealer proposed specifications (Exception)	X	
ELECTRICAL:	All lighting will conform to California Vehicle Code, National Highway Traffic Safety Administration, Federal Motor Vehicle Safety Standards, California Bureau of Motor Carrier Safety and any other Federal, State or local legal requirements that may apply	X	
Surface Mounted Lights	Surface mounted lights or light boxes (as an option) will be provided for the upper stop/tail/turn and clearance lamps. Lights will be bolted securely on a gasket and shall maintain the water tight or	X	

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	resistant compartment integrity. If light boxes are selected, they will be designed with more than adequate drainage at the bottom so rust streaks will not occur on body. Type of surface mounted light or light box shall be specified under Exceptions	X	LIGHT BOXES SHALL BE USED
Light Boxes	If light boxes are provided, they may be welded or bolted onto body. Boxes will be painted inside and out to eliminate rust stains on the body	X	
License Plate Light	License plate light will be centered mounted on rear street side of tail-shelf	X	
Mounting of Lights	No lights will be mounted that are cut into tool boxes, cabinets or any other water tight or resistant compartment. Surface mounted lights or light boxes may be used for this application	X	
Taillights, Turn Signals, & Stoplights	Shall be Truck-lite #44302R four (4) inch round, grommet mounted, or Truck-lite #60250 oval, grommet mounted. Minimum one (1) on left and one (1) on right rear. Should more than one tail/stop/turn lamp be used on each side, all taillight elements will illuminate. Tail/stop/ turn lights will not be located more than eighteen (18) inches forward from the rearmost extremity of the vehicle. Both tail/stop/turn will be visible per FMVSS 571.108. Lights shall be LED or City Fleet Management approved equal. Type of lights and model shall be specified under Exceptions	X	TRUCK-LITE 44302R, 60250
Marker Lights	Shall be Truck-lite #10250R or 10250Y grommet mounted, two and one half (2 ½) inch diameter. Lights shall be LED or City Fleet Management approved equal. Type of lights and model shall be specified under Exceptions	X	TRUCK-LITE 10250R
Red Marker Lights	Two (2) red lights will be mounted one (1) on the right and one (1) on the left sides at the	X	

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	rear facing the side and will be located no more than eighteen (18) inches forward from the rearmost extremity of the vehicle. Lights shall be LED or City Fleet Management approved equal.	X	
Yellow Marker Lights	Two (2) yellow lights will be mounted one (1) on the right and one (1) on the left sides at the front of the vehicle facing the side. Cab factory lamps are acceptable for this application. Lights shall be LED or City Fleet Management approved equal.	X	
Clearance Lights	Required for vehicles eighty (80) inches and over, will be Truck-lite #10250R or 10250Y grommet mounted two and one half (2 ½) inch diameter. Lights shall be LED or City Fleet Management approved equal.	X	
Red Clearance Lights	Two (2) red lights will be mounted on the rear facing the rear, one (1) on the right and one (1) on the left as wide and high as possible on vehicle. These clearance lights will be in addition to taillights. Lights shall be LED or City Fleet Management approved equal.	X	
Identification Lights	Truck-lite #10250R or Truck-lite ID bar #35740R and will be protected from damage. Lights shall be LED or City Fleet Management approved equal. Type of lights and model shall be specified under Exceptions	X	TRUCK-LITE 10250R, 35740R
License Plate Light	Truck-lite LED Model 15 with bullet connectors, part # 15736 and 15205. Lamp will be mounted centered on the street side rear of tail-shelf. Lights shall be LED or City Fleet Management approved equal. Type of lights and model shall be specified under Exceptions	X	TRUCK-LITE MODEL 15 PART #15736,15205
Back-Up Lights	Back-up lights will be four (4) inch incandescent round or oval rubber grommet mounted. Two (2) will be installed	X	
Pigtails	No wiring adapters will be used for lights. All pigtails will be hard wired as per these	X	

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	specifications	X	
Wiring Junction Block	Wiring junction block for tail, clearance and marker lights and all electrical connectors at the rear of the frame rails	X	
Amber Strobes	Four (4) Whelen Super LED 360 (part # L31HAF) with branch guard (part # L360BGB) or City Fleet Management approved equal. Two (2) roof mounted on the rear of the superstructure and two (2) roof mounted on front of the superstructure. Any comparable brand Whelen shall be specified under the Dealer proposed specifications (Exception)	X	
Control for Strobes	Strobes will be controlled from traffic advisor module Aux 1 switch with indicator light and be within easy reach of the driver	X	
Strobe Pattern Flash	Strobe flash pattern will be the Whelen "default" program known as "Comet Flash"	X	
Work Lights	A light control module Whelen model # TADCTL1 and switches #TADSW1 or City Fleet Management approved equal will be used to control the traffic advisor, Aux 1 to control body strobe lights, Aux 2 to control street side work lights, Aux 3 to control Curbside work lights. Any comparable model to the Whelen shall be specified under the Dealer proposed specifications (Exception)	X	
Side Work Lights	Side work lights two (2) street side and two (2) curbside will be (Pioneer) #PCPSM2C or City Fleet Management approved equal, 12 volt, work lamp with flood pattern. Any comparable model to the Pioneer shall be specified under the Dealer proposed specifications (Exception)	X	
Telescoping Work Light	Telescoping 75w work light Pioneer p/n PFP1P1 and pole p/n 86930PB1 with pole cradle mounted to left rear of body or City Fleet Management approved equal. Master power switch to be	X	

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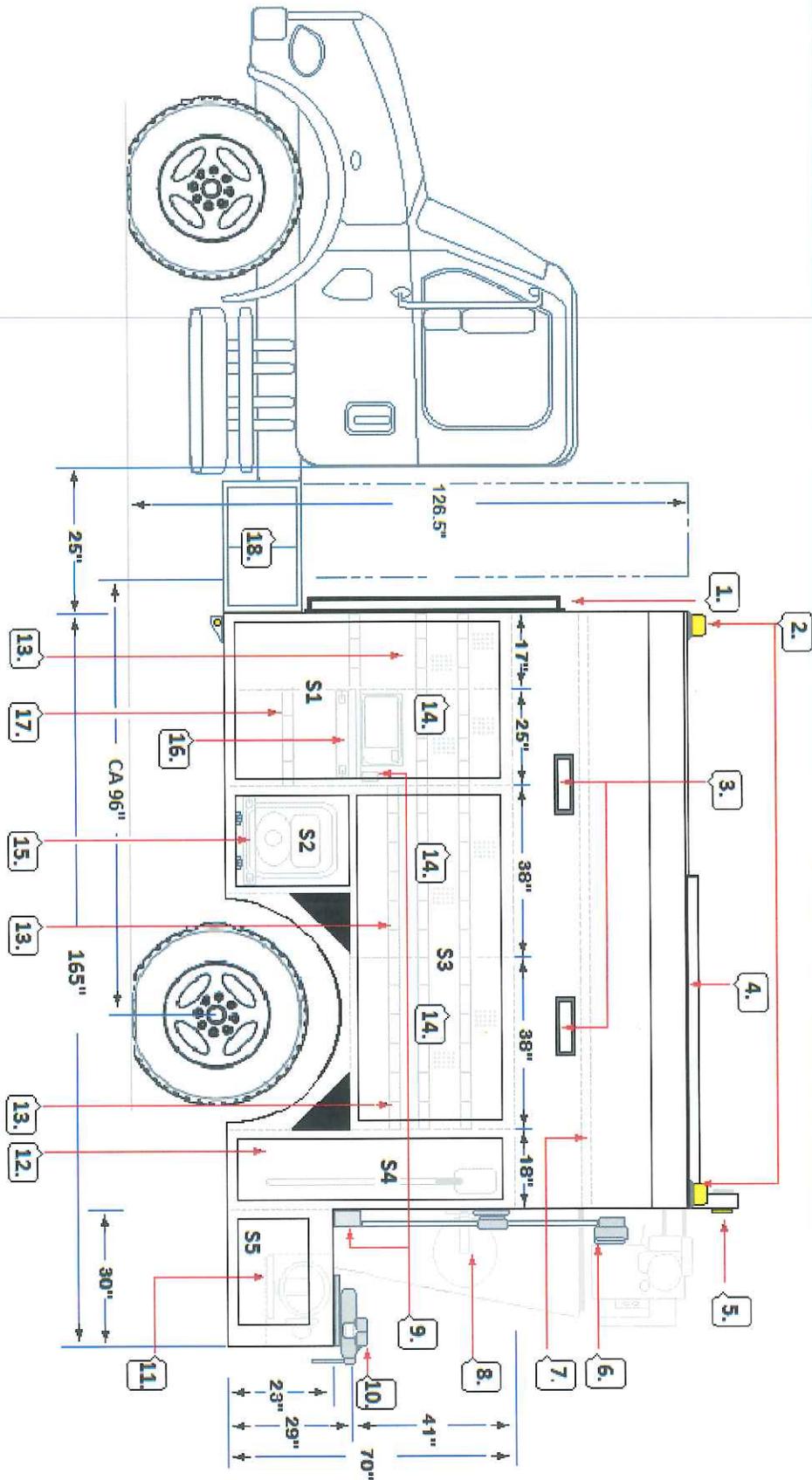
	mounted inside of the crane pedestal. Any comparable model to the Pioneer shall be specified under the Dealer proposed specifications (Exception)	X	
Cabinet Lighting	Each compartment will be equipped with a minimum of one (1) LED strip light down the side to illuminate all drawers or shelves	X	
Drawers, Cubbies, and Shelf Lighting	Sufficient lighting will be installed to illuminate all drawers, cubbies and shelves in a compartment. Two light strips, one on each side may be required to provide adequate lighting in the compartment depending on compartment size and configuration. To be determined by Fleet Management	X	
Strip Lighting	Strip lighting used will be the "LED Compartment Lighting System" by R-O-M Corporation or City Fleet Management approved equal. Type of lights and model shall be specified under Exceptions	X	
Light Switch	Lights will have a master switch inside the cab with indicator light.	X	
Exterior Power Point	Two (2) twelve (12) volt water resistant corrosion resistant power point (cigar lighter type) with cover located inside right rear crane pedestal cabinet and protected by individual automatic reset circuit breaker	X	
Power Supply	Power supply will be energized with ignition on or off	X	
Power Point Type	Power point will be Marinco Part # 12VRC or Casco Part # 212711 or City Fleet Management approved equal. Type of power point shall be specified under Exceptions	X	
Rear of Power Point	Rear of power point will be protected from damage by tools or equipment inside compartment	X	
Power Point Label	Power point will be labeled "12 volt" per "LABELS" under Special Provisions	X	
LICENSE PLATE:	License plate and lamp will be	X	

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	mounted centered on the rear street side tail-shelf per drawing	X	
CHEVRON:	Red and White chevron decals shall be installed on the rear platform of the truck on the left and right side. Reference diagram for placement.	X	
PAINT:	Body will match the cab white. Cabinet interior will be white. Vendor/Dealer shall specify under Dealer Proposed Specifications (Exceptions) the type of paint used and supply information that describes the process for paint application	X	SHERWIN WILLIAMS GENESIS G-8 ACRYLIC URETHANE TOP COAT APPLIED BY HVLP SPRAY GUN
Primer	Primer will be as specified by color coating manufacturer. A minimum of two coats will be applied with a total dry thickness of 1.5 to 2.0 mil minimum	X	
Underside of Body	Underside of body and toolboxes will be properly prepped, primed and painted to prevent rust and corrosion	X	
Brackets and Welds	ALL brackets and welds will be primed and painted	X	
WARRANTY:	Minimum of one (1) year parts and labor commencing from the date and mileage that the City places the unit in service, not when the unit is delivered or accepted. Reference additional warranty requirements under the "Technical Requirements" section. Vendor/Dealer shall specify under Dealer Proposed Specifications (Exceptions) the warranty coverage offered	X	BOSS AIR COMP 2 YEARS LIFTMOORE CRANE 3 YEARS WTF SERVICE BODY 3 YEARS
Paint Warranty	Paint shall be covered for adhesion and corrosion. Vendor/Dealer shall provide documentation of paint warranty coverage, term of warranty, and the process used for applying the paint.	X	THREE YEARS HVLP SPRAY
MANUALS:	Successful Bidder will provide (1) one shop and parts manual for each unit (current year and same model). Any manuals supplied for accessories installed on the bodies (i.e. compressor, generator, pumps, crane, body,	X	

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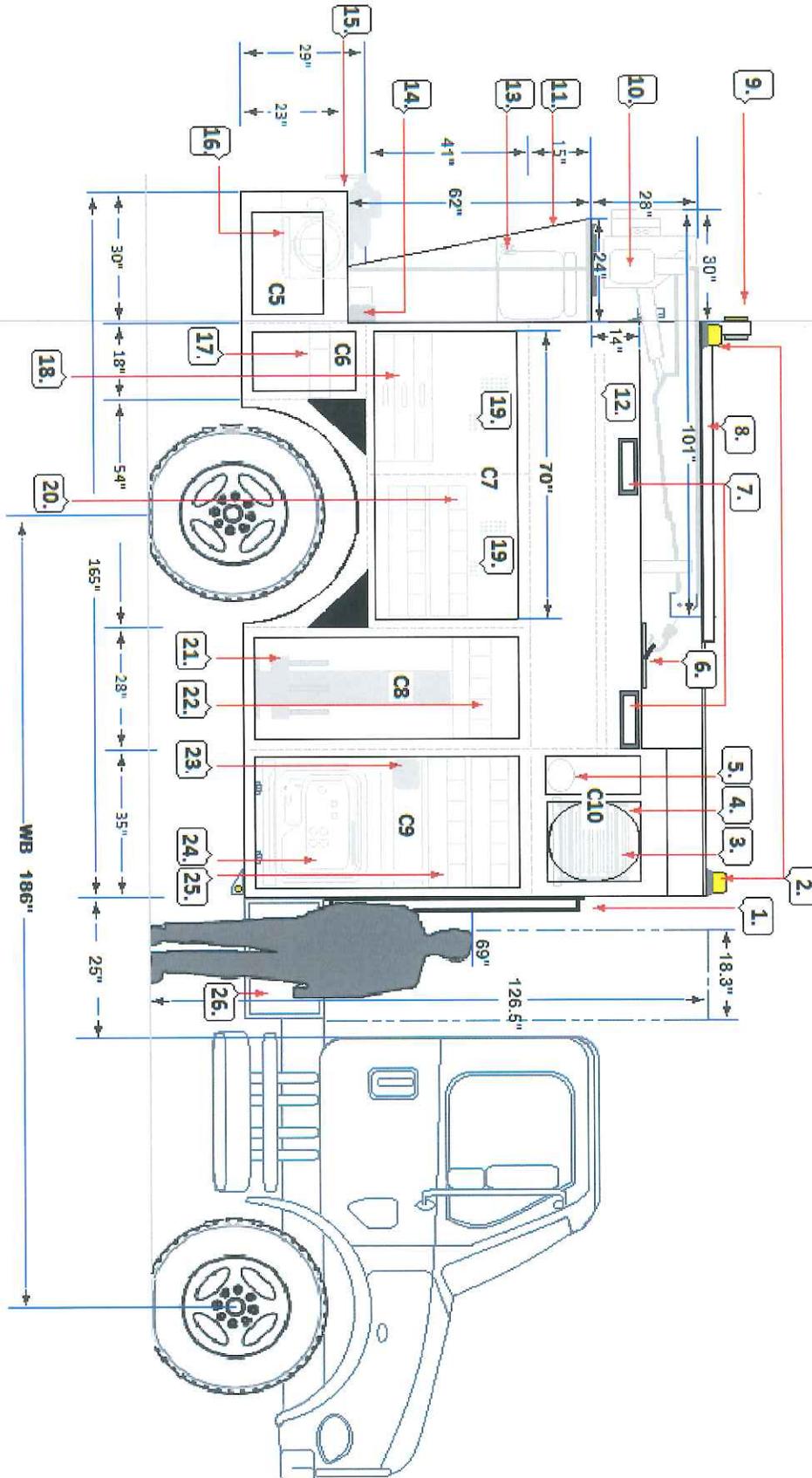
	hydraulic pump, etc.) shall also be provided. In the event that the shop manual does not include information regarding lights and wiring schematic per build, a separate manual or document shall be provided with this information.	X	
DELIVERY:	Specify time for delivery upon receipt of chassis under Dealer Proposed Specifications (Exception)	X	ALL THREE UNITS WITHIN 180 DAYS FROM RECEIPT OF CHASSIS
KEYS:	Dealer/Vendor will supply four (4) complete sets of keys for each vehicle/equipment.	X	



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STREET SIDE LEGEND

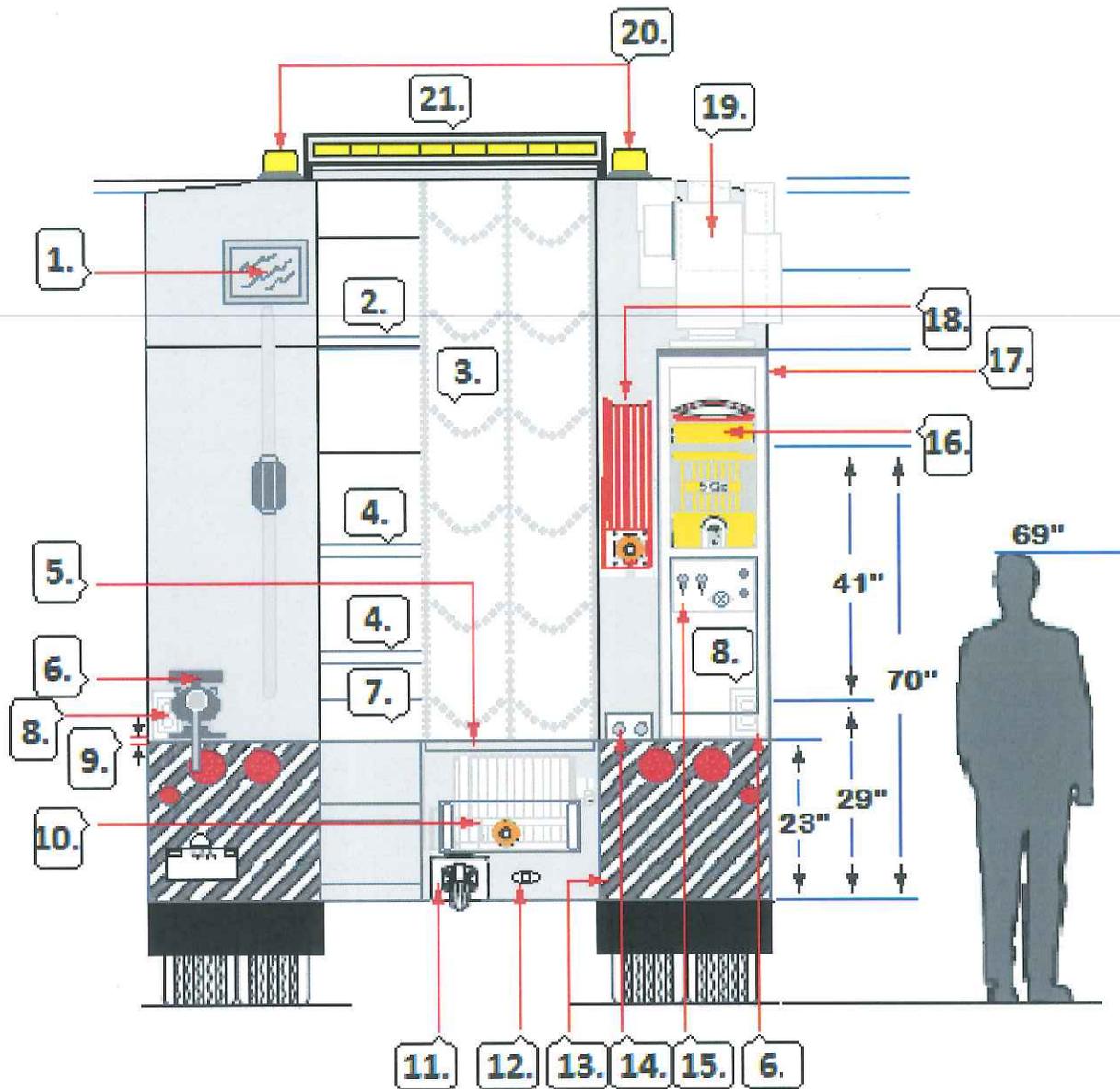
ITEM	DESCRIPTION	QTY
1	PLYWOOD HOLDER	1
2	WARNING LIGHTS, WHELEN LED 360 BEACON	2
3	WORK LIGHTS, PIONEER # PCP5M2C	2
4	RETRACTABLE ROOF	1
5	TRAFFIC ADVISOR, WHELEN 8 LED	1
6	TELESCOPING WORK LIGHT, 75 WATT PIONEER #PFP1P1 AND POLE # 86930PB1	1
7	TWO (2) FULL LENGTH REINFORCED SHELVES 15" ABOVE THE BODY WITH 2" LIP	2
8	HYDRAULIC HOSE REEL,	1
9	110V GFCI RECEPTICLE	2
10	WISE PEDESTAL	1
11	THRU COMPARTMENT, PERFERATED 12 GA STEEL FLOOR	1
12	SHOVEL HOLDERS, TO SECURE EIGHT SHOVELS WITH PERFERATED 12GA. STEEL FLOOR	2
13	THREE (3) TRAYS, ADJUSTABLE AND REMOVABLE WITH DIVIDERS 6" ON CENTERS, TOP TRAY MOUNTED AT 30 DEGREES	3
14	STEEL PEGBOARD INSTALLED ON ALL INTERIOR WALLS	3
15	PUMP TRAY, LOCKING HEAVY DUTY ROLLERBEARING TO STORE HONDA WB20X	1
16	ONE (1) FULLY ENCLOSED LOCK TO OPEN, LOCK TO CLOSE PULL OUT DRAWER 5" DEEP ON BALL BEARING SLIDES WITH HINGED, LOCKABLE LID	1
17	TRAY, ADJUSTABLE AND REMOVABLE WITH DIVIDERS 6" ON CENTERS,	1
18	STREET SIDE SADDLE CABINET, BARN STYLE DOORS WITH LOCKABLE TWIST TO LOCK LATCH	1



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CURB SIDE LEGEND

ITEM	DESCRIPTION	QTY
1	PLYWOOD HOLDER	1
2	WARNING LIGHTS, WHELEN LED 360 BEACON	2
3	ELECTRIC FAN, Heavy duty electronically controlled	1
4	HYDRAULIC COOLER, MOUNTED IN REMOVABLE TRAY WITH DRAIN HOSE ON EXPANDED METAL FLOOR	1
5	COMPRESSOR INTAKE HOUSING COMPARTMENT, WITH EXPANDED METAL FLOOR	1
6	D-RING, MOUNT FOR SECURING LIFTING HOOK	1
7	WORK LIGHTS, PIONEER # PCP5M2C	
8	RETRACTABLE ROOF	1
9	TRAFFIC ADVISOR, WHELEN 8 LED	1
10	CRANE, AUTOCRANE MODEL 3203PR	1
11	CRANE PEDESTAL	1
12	TWO (2) FULL LENGTH REINFORCED SHELVES 15" ABOVE THE BODY WITH 2" LIP	2
13	SHELF, TO HOLD THREE GALLON WATERCOOLER	1
14	110V GFCI RECEPTACLE	2
15	WISE PEDESTAL	1
16	THRU COMPARTMENT, PERFERATED 12 GA STEEL FLOOR	1
17	TRAYS, ADJUSTABLE AND REMOVABLE WITH DIVIDERS 6" ON CENTERS,	1
18	TOOLCHEST, HEAVY DUTY LOCKING THREE 5" ROLLERBEARING DRAWERS COMPARTMENT WIDTH	1
19	STEEL PEGBOARD INSTALLED ON ALL INTERIOR WALLS	2
20	TWO (2) TRAYS, ADJUSTABLE AND REMOVABLE WITH DIVIDERS 6" ON CENTERS, MOUNTED AT 30 DEGREES	2
21	TOOL LIFT, ELECTRO/HYDRAULIC	1
22	TRAY, ADJUSTABLE AND REMOVABLE WITH DIVIDERS 6" ON CENTERS, MOUNTED AT 30 DEGREES	1
23	COMPRESSOR CONTROL MODULE, ELECTRONIC	1
24	GENERATOR, 3500 WATT HONDA EG4000CLAT ON HEAVY DUTY LOCKING ROLLERBEARING TRAY	1
25	TWO (2) TRAYS, ADJUSTABLE AND REMOVABLE WITH DIVIDERS 6" ON CENTERS, MOUNTED AT 30 DEGREES	2
26	CURBSIDE SADDLE CABINET, BARN STYLE DOORS WITH LOCKABLE TWIST TO LOCK LATCH	1



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REAR TRUCK VIEW LEGEND

ITEM	DESCRIPTION	QTY
1	TELESCOPING WORK LIGHT, 75 WATT PIONEER #PFP1P1 AND POLE # 86930PB1	1
2	FOUR (4) FULL LENGTH REINFORCED SHELVES 15" ABOVE THE BODY WITH 2" LIP TWO(2) ON CURBSIDE AND TWO (2) ON STREET SIDE	4
3	CANVAS/ CHAIN CURTAIN WITH PAD LOCK PROVISION	1
4	BULKHEAD SHELVES	4
5	HOSE REEL ACCESS LID, CONSTRUCTED OF ONE QUARTER (1/4") INCH STEEL DIAMOND PLATE	1
6	WILTON EIGHT (8") INCH VISE AND RIGID PIPE VISE ON REMOVABLE PEDESTAL (OR EQUIVALENT)	1
7	TAILBOARD, HARDWOOD	1
8	TWO (2) 120 VAC DUAL RECEPTICLE GFCI WEATHER PROTECTED OUTLETS SHALL BE INSTALLED, ONE (1) ON THE CURBSIDE RECESSED AND ONE (1) ON THE STREET SIDE LOACATED INSIDE THE CRANE PEDESTAL	2
9	REAR PLATFORM CONSTRUCTED OF ONE QUARTER (1/4") INCH STEEL DIAMOND PLATE AND SLOPE ONE HALF (1/2") INCH FROM FRONT TO REAR	1
10	HANNAY HOSE REEL MODEL GH 1474 REV D WITH 12 VOLT DC REWIND (OR EQUIVALENT) 100' X 3/4" AIR HOSE WITH REMOVABLE ACCESS COVERS	1
11	PINTEL HITCH/ 2" BALL COMBINATION	1
12	TRAILER LIGHT SOCKET	1
13	CHEVRON DECAL ON LEFT AND RIGHT SIDE, RED AND WHITE	1
14	HYDRAULIC AUX CONNECTION PORT	1
15	ELECTRICAL CONROL PANEL, CRANE REMOTE SOCKET WITH POWER SWITCH, REAR WORK LIGHT POWER SWITCH AND TWO (2) AUX SOCKETS	1
16	SHELF TO SECURE A THREE (3) GALLON WATER COOLER	1
17	CRANE PEDESTAL CABINET REINFORCED TO MOUNT CRANE AND DESIGNED TO MEET (OEM) ORIGINAL EQUIPMENT MANUFACTURER SPECIFICATIONS	1
18	HYDRAULIC HOSE REEL,	1
19	CRANE, AUTOCRANE MODEL 3203PR	1
20	WARNING LIGHTS, WHELEN LED 360 BEACON	2
21	TRAFFIC ADVISOR, WHELEN 8 LED WITH HEAVY DUTY MOUNT DESIGNED TO SWING OPEN TOWARDS THE STREET SIDE TO ALLOW CRANE OPERATIONS	1

BID NO. B14131311005

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

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

If the answer to Question above is "Yes":

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

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

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 1017220

2. DELIVERY GUARANTEE

Contractor guarantees delivery within 180 days after receipt of order (ARO). FROM RECEIPT OF CHASSIS

3. PAYMENT DISCOUNT

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

If Yes, the Payment Discount is 1.5 % for payment within 10 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

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

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

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

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

BID NO. B14131311005

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.

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SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: WESTERN TRUCK FAB

Address: 1923 WEST WINTON AVE. HAYWARD, CA 94545

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)

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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.

BID NO. B14131311005

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

1-21-2014
Date

MARK MEYERS
Print Name

PRESIDENT
Title

BID NO. B14131311005

SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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. LBE FIVE PERCENT (5%) PARTICIPATION (EFFECTIVE FOR BIDS OPENING AFTER 1/15/2014)

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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 for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - 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*:

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

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

The City's intent is to purchase (3) three units initially and (2) two units thereafter for each additional year up to three years for a total of (7) seven units. The quantities of (2) two units per year following the initial term are estimates and are subject to budget approval. Pricing are to be all inclusive, i.e. installation, tax, freight, shipping and handling charges, special fees or any other related costs, etc.

LEAK VAN BODIES TO BE INSTALLED ON CITY SUPPLIED FREIGHTLINER M2 CHASSIS

ITEM NO.	QTY.	DESCRIPTION	UNIT COST	PRICING
1	3 EA	Leak Van Bodies To Be Installed On City Supplied Freightliner M2 Chassis, In Accordance With The Attached Specifications: MAKE & MODEL: <u>WTF, WTSB165-CU</u> YEAR: <u>2014</u>	\$ 113,302.00	\$ 339,906.00
		8.5% Tax	\$	\$ 28,892.01
		Freight/Shipping	\$ 350.00	\$ 1,050.00
		TOTAL NET PRICE:		\$369,848.01
		OPTIONS:		
A	3 EA	Electric Locks for Rollup Doors, to be Controlled from the Cab	\$ 2,475.00	\$ 7,425.00
B	3 EA	Install City Supplied Hydraulic Crane (Removal from Existing City Unit and Installing on New Unit. Vendor Shall Confirm Dimensions of Supplied Crane Prior to Installation.)	\$ 1,700.00	\$ 5,100.00
C	3 EA	Install Standard Barn Doors in Lieu of Rollup Doors	\$ 3,370.00	\$ 10,110.00
		DEDUCTS:		
D	3 EA	Hydraulic Crane, Autocrane Model 3203PR	<\$ 8,740 >	<\$26,220 >
E	3 EA	Electric Power Tool Lift, Vanair ETL 500	<\$3,180 >	<\$9,540 >
F	3 EA	Rollup Doors, ROM series III	<\$ 8,210 >	<\$ 24,630 >
		The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to placing order. Any deduct of option items will be based on the availability of funds. In addition, future purchases may be ordered either in whole or in part, whichever is deemed in the best interest of the City. Award shall be made to the lowest responsive, responsible bidder for Item 1.		



Western Truck Fab

Manufacturers of Truck Bodies & Equipment

User List

Section II-Contract Documents

City and County of San Francisco

Tony Pastrano 415-550-4604

1800 Jerrold Ave

San Francisco, CA 94124

San Francisco Water Department

Gil Leon 415-760-7502

1990 Newcomb St.

San Francisco CA 94124

gleon@sfwater.org

City of San Jose

Don Sunseri 408-607-3342

1661 Senter Road

San Jose, CA 95112

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit



The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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- (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

POLICY NUMBER: 57UUNSV6539

COMMERCIAL AUTOMOBILE
HA 99 16 09 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.
 Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured if Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a.Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

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b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00 % of the total policy premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5.00 % of total policy premium.

The minimum premium for this endorsement is \$ 350.00.

Schedule

Person or Organization

CITY OF SACRAMENTO
915 I STREET, SACRAMENTO, CA 95814

Job Description

RE: CITY OF SACRAMENTO BID B14131311005

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2013 Policy No. 3300065625131 Endorsement
Insured WESTERN TRUCK FABRICATION, INC. Premium \$

Insurance Company Cypress Insurance Company Countersigned by _____