



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B081181006

FILED

AUG 08 2007

By The
Office of The City Clerk

INVITATION FOR BID And Contract Specifications

FOR: Parking Enforcement Scooters

Bids Must Be Received Prior To 2:00 P.M. on August 8, 2007

Bids Must Be Submitted To: City Clerk's Office
915 "I" Street, First Floor
Sacramento, CA 95814

Pre-Bid Conference: Not Applicable
Mandatory: [] Yes
 [] No

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

Name of Bidder: Municipal Maintenance Equipment, Inc.

Address: 2360 Harvard Street

City, State, Zip Code: Sacramento, CA 95815

Phone Number: 916-922-1101

Email Address: fwheeler@source-mme.com

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

Bid No. B081181006

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CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION
"NO BID" RESPONSE FORM

Bid No. B081181006
Buyer MR

NOTE: COMPLETE AND RETURN THIS FORM

ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Purchasing Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

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

- Other reasons/comments: _____

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

(Business Name)

Date: _____

(Street Address/P.O. Box)

Phone: _____

(City, State, Zip)

Contact: _____

(E-mail address)

ct.1wdocx/NoBid-ResponseForm (4/00).wpd

(Fold Here Second - Then Seal With Tape)

City of Sacramento
City Clerk's Office
915 I Street, 1st Floor
Sacramento, CA 95814-2714

Place
Stamp
Here

City of Sacramento
City Clerk's Office
915 I Street, 1st Floor
Sacramento, CA 95814-2714

(Fold Here First)

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 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a. To obtain an electronic version of this bid go to Procurement's website at www.pwsacramento.com/bids.
 - b. All bids shall be delivered to designated recipient not later than the time specified on the Invitation for Bids.
 - c. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., August 8, 2007.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- d. 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.
 4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
 5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid 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.
 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
 10. **Faithful Performance Bond.** A faithful performance bond is: Required Not Required

If required, the successful bidder must submit a faithful 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. **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 Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

General Questions:
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
(916) 808-6240

Technical Questions:
Fleet Management Division
Attention: Jonathon Yee
Email: jjyee@cityofsacramento.org
(916) 808-6289

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code §3.56.020 provides that the lowest responsible bidder shall be determined as follows:
 - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that

BID NO. B081181006

would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small and emerging business enterprises 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 make separate awards for any 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 for back-up, 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 thirty (30) 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.

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

BID

BID NO. B081181006

FOR SERVICES/SUPPLIES: Parking Enforcement Scooters

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Municipal Maintenance Equipment, Inc.

ADDRESS: 2360 Harvard Street, Sacramento, CA 95815

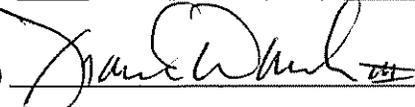
PHONE #: 916-922-1101 FAX #: 916-922-1034

STATE TAX I.D. #: SR KH 028-913808 FED. TAX I.D. #: 68-0263697

City of Sacramento Business Operation Tax Certificate #: 83385

(Contract award will not be processed if Certificate Number is missing)

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

BY: (signature of authorized person) 

PRINT NAME: Frank Wheeler III

TITLE: Vice President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 8/8/07.

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

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

City Clerk/Procurement Services Manager

CONTRACT AWARD

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

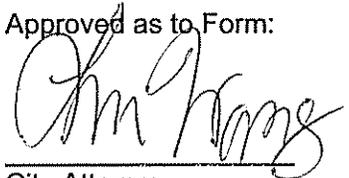
Specify: _____

Contract Not-to-Exceed Amount: \$ 719,000.00

Award Date: 9/13/07

CONTRACT APPROVAL

Approved as to Form:



City Attorney

Approved:

City Manager
(Or Authorized Designee)

Attest:

City Clerk

PRICING SCHEDULE(S)

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein:

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
20 each	Three-Wheeled Parking Enforcement Scooters per attached specifications Westward Industries GO-4 Interceptor III <hr/> Proposed Manufacturer Make/Model	* \$ <u>30,402.75</u>	\$ <u>608,055.00</u>
		7.75% Sales Tax	\$ <u>47,124.26</u>
		CA Tire Fee	\$ <u>105.00</u>
		Total	\$ <u>655,284.26</u>

* OPTION: Rear stop and turn signal lights, where lights are flush mounted, will be LED design. If desired, add \$1,000.00 to base price for this option.

Prices are to be all inclusive (i.e. tax, freight, shipping charges, handling, special fees or any other related costs, etc.) and shall also include any repair and service manuals. See Page 24 for additional information.

Dealer shall state warranty coverage term (i.e.yrs/miles). 1 year/unlimited miles
see attached Warranty Statement

Note: An initial order of up to 8 units is the City's current requirement and additional quantities are estimates only (based on forecasts for upcoming Fiscal Years). The City will purchase more or less as necessary during this one year contract with two 1-year renewal options.

Price Increases: 2nd and 3rd year pricing will not increase more than 5% the previous year quoted price.

Additional options available for your consideration:

Sliding Rear Window	\$283.00
Grab Handle	\$ 84.00
Padded Arm Rest with Storage Box	\$204.00
Radio with CD/Roof Mount	\$376.00
Backup Alarm	\$135.00
Jack and Tools in Box	\$130.00
Replacement Tire and Wheel	\$173.00
Replacement Tire Truck Mount	\$ 74.00
3 Piece Triangle Reflector Kit	\$ 63.00

ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES - the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.
- NO - the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

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

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

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

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

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

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

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

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

- 1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? X Yes; or ___ No
- 2) If the answer to Question #1 is "Yes":
 - a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):
2360 Harvard Street, Sacramento, CA 95815
 - b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number:
83385

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 90-150 days after receipt of order (ARO).

4. PAYMENT DISCOUNT

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

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

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

5. MANUFACTURER'S SPECIFICATION

Complete specification, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid.

6. NEAREST FACTORY AUTHORIZED SERVICE CENTER

Page 25, Warranty, Item (d), Bidders shall list the nearest factory authorized service center responsible for service:
2360 Harvard Street, Sacramento, CA 95815

7. CARB EXECUTIVE ORDER

Page 27, Emissions Control, Item 1.1

8. EQUAL BENEFITS ORDINANCE

Exhibit 1

**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 start 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.

3. EQUIPMENT MANUALS

Page 24, Equipment Manuals, ,

GENERAL CONDITIONS

1. Independent Contractor.

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

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts 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 Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
 - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
 - C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney,

providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

- A. Termination for Cause. If the Procurement Services Manager determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Contract terminated upon 30 days written notice and may, in the Procurement Services Manager'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 which 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, and 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 indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable 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"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONTRACTOR, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONTRACTOR shall, upon CITY's request, defend at CONTRACTOR's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

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

determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
 - A. Post-Award Amendments.
 - B. Pricing Schedule(s), as corrected by City, if applicable.
 - C. Pre-Award Addenda
 - D. Special Provisions.
 - E. Bid Instructions and Requirements
 - F. General Conditions
 - G. Technical Specifications and/or Plans
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal

- Communication Commission.
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for reinspection 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 17 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.
26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
27. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SPECIAL PROVISIONS

Manufacturing, Material and Design Practices

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

Heavy Duty Defined

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

Specification Variances

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

Manufacturer's Specification

Complete specification, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid. Only new models in current production which are cataloged by the manufacturer and for which printed literature and specifications are available will be accepted.

Manufacturer's Standard Equipment

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

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

The City will not accept any part, component or system, which is not an established standard product of the bidding manufacturer except for new engine and fuel technology. By this is meant that any item or assembly, which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categorical descriptions, shall not be acceptable. All parts and components of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

Prices

- 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. All prices quoted should exclude Federal Excise Taxes. The City of Sacramento is exempt and will furnish certificates.

Quantities

The quantity specified is based upon current known requirements and is subject to increase or decrease at the same terms and conditions during the term of contract.

Contract Period

The contract shall be valid for a period of 1 year from the date of award.

Contract Extension

Any resultant contract may be extended on a year to year basis under the same terms and conditions. However, in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation
- b. State of California Motor Vehicle Code.
- c. State of California General Industrial Safety Orders.
- d. State of California Health and Safety Code, Motor Vehicle Pollution Control.
- e. California Occupational Safety and Health Act (O.S.H.A.) and the E.P.A.
- f. Society of Automotive Engineering Standards.
- g. American Society of Mechanical Engineers (A.S.M.E.)
- h. United States Environmental Protection Agency (E.P.A.)
- i. American National Standards Institute (A.N.S.I.)
- j. California Air Resources Board (C.A.R.B.)

Operational Noise Standard

The noise level shall be in conformance with standards established by local, state and federal agencies. Each unit delivered may be tested by City personnel for noise level and must meet noise requirements before the unit is accepted.

Demonstrations

City reserves the option for an "on the job demonstration and evaluation" by City personnel before acceptance of contract in the event performance of unit proposed is not familiar to the City. Demonstrator shall be available within 14 days of bid opening. Only units meeting the intent of these specifications shall be demonstrated. Time and amount of hours required for the evaluation shall be as determined by the City.

Equipment Manual(s)

The following manuals shall be supplied at the time of delivery:

- a. One (1) owner's manual and warranty manual for each vehicle.
- b. Three (3) copies of the diagnostic/repair manuals covering the chassis purchased. Three (3) copies on IBM compatible CD ROM disc are acceptable.
- c. Three (3) copies of the parts list covering the vehicles purchased. The parts list shall provide a description and service part number for each part. Three (3) copies on IBM compatible CD ROM disc are acceptable.
- d. In addition to the regular parts list for the vehicles, three (3) copies of a special parts list giving service part numbers shall be prepared showing the parts and assemblies that are peculiar to the vehicle/equipment purchased. The list shall be broken down by chassis, engine, body, etc., and shall contain a brief description of the part together with its correct service part number.
- e. Three (3) copies of the electrical wiring diagram manual covering the vehicles purchased. Three (3) copies on IBM compatible CD ROM disc are acceptable.

Inspection

- a. The City reserves the option to inspect and evaluate vehicle(s)/unit(s) being proposed.
- b. The vendor shall notify the City of Sacramento at (916) 808-1888, when vehicle(s)/unit(s) are approximately two-thirds complete and before paint is applied. City personnel may inspect all vehicle(s)/unit(s) for conformance to the City's specifications at this time prior to units being painted and completed. This inspection will not constitute acceptance of the vehicle(s)/unit(s).
- c. The vendor shall notify the City of Sacramento when the vehicle(s)/unit(s) are completed and prior to shipping. City personnel may inspect all vehicle(s)/unit(s) for conformance to the City's specifications at this time prior to unit(s) being shipped from the bidders manufacturing facility.
- d. After inspections of vehicle(s)/unit(s) and City representatives have determined that the vehicle(s)/unit(s) do not comply with the specifications the City at their option reserves the right to re-inspect all vehicle(s)/unit(s) prior to vehicle(s)/unit(s) being shipped by the manufacturer. Final acceptance will be made upon delivery of vehicle(s)/unit(s) complying with these specifications.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and

BID NO. B081181006

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).

DATE BID OPENED <u>8-8-07</u>
EMPLOYEE INITIALS <u>J.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California, freight prepaid and 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. Engine and transmission warranty shall be the manufacturer's standard to include electronic controls.
- d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.
- 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 \$89.00 per hour for pick up and delivery time involved.
- f. The City of Sacramento shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.
- g. The body manufacturer and/or dealer, whenever applicable, shall guarantee the complete unit for a minimum period of one year. Warranty period to start on the date the unit is placed into service. Warranty shall cover the entire the body and appurtenance shall be free from workmanship and material defects. Manufacture/bidder shall agree to repair and/or replace all such defective material(s) for workmanship at no cost to the City. The contracting vendor must have service facilities and an adequate supply of service parts available at a distance from Sacramento no greater than the San Francisco Bay area.

Training

A qualified, factory trained technician shall be available to the City of Sacramento to instruct City of Sacramento personnel in the proper operation and maintenance of the unit after the vehicle has been readied for service by City personnel.

Award

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

Guarantee

- 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.

Cooperative Purchasing

The use of any resultant 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.

Modification of Contract

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

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and Fleet Management may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whosoever shall in any manner or degrees modify or otherwise affect the terms of this contract, including the requirements of the specifications.

TECHNICAL SPECIFICATIONS

1.0 Scope

This specification describes the minimum requirements for three-wheeled, gasoline powered scooters, latest model available compliant with the specifications contained herein. These vehicles will be used by City of Sacramento employees to perform parking enforcement activities.

All vehicles shall be approved and marketed by the original equipment (vehicle) manufacturer. Full factory literature, parts, service, technical support and warranties shall be available from the authorized distributor.

1.1 Emissions Control

All vehicles shall be equipped with an engine that meets or exceeds the California Air Resources Board (CARB) requirements for certification of on-road new vehicles and engines as of the date of bid opening. **The executive order stating emissions and certification levels for the engine to be supplied shall be included with all bid responses.**

1.2 Engine

The engine shall be rated at a minimum 60 horsepower and designed to operate on regular (87 octane) unleaded gasoline as available from any retail pump in California.

1.3 Cooling System

The cooling system shall be a liquid pressurized, forced circulation type. A coolant recovery system shall be furnished.

1.4 Electrical System

All vehicles shall be equipped with a heavy-duty 12-volt electrical operating system specifically designed to handle the load requirements of the vehicle, equipped with the options specified herein. The battery(s) shall be the maintenance free type with the appropriate capacity as recommended by the manufacturer.

All vehicles shall include an instrument panel within sight of the operator which includes a speedometer, odometer, fuel level gauge, hour meter, engine coolant temperature gauge, oil pressure warning indicator, diagnostic service light, charging system indicator and seat belt indicator.

All vehicles shall be equipped with standard headlamps, tail/brake lamps, turn signal lamps, license plate lamp and a switched dome light compliant with California Vehicle Code for on street operation. LED lighting shall be used for taillights, marker lights and turn signals.

All vehicles shall be equipped with a warning light mounted on the roof (Federal Signal part number 453001-2) no exceptions, and a dash mounted multiple speed, adjustable electric fan. **Mounting location to be determined/approved by City representative.**

1.5 Transmission/Driveline

All vehicles shall include an automatic transmission with at least one (1) reverse gear and a

minimum of three (3) forward gears.

All vehicles shall be equipped with a speed governing system to limit top road speed to 40 miles per hour.

1.6 Brakes

Power assisted, three wheel hydraulic disc brakes shall be supplied. All units shall include a parking brake system capable of holding the vehicle in position with the transmission in neutral on a slight grade.

1.7 Tires/Wheels

All vehicles shall be equipped with the manufacturer's standard tubeless type radial tires mounted on OEM approved rims. All three (3) tires shall be of the same size, brand and model. All wheels and tires shall be properly balanced.

1.8 Fuel Tank

All vehicles shall be equipped with the manufacturer's standard fuel tank.

1.9 Frame and Suspension

All vehicles shall be equipped as required for manufacturers stated GVWR.

All vehicles shall be constructed on a steel roll-cage type frame for operator protection.

1.10 Body/Cab

All vehicles shall include sliding doors on both left and right side of the passenger compartment and be of a design that will allow operator to perform parking enforcement duties while seated inside the unit. Both side doors shall have windows that open independently.

All vehicles shall have a removable locking storage compartment behind the cab.

A non-skid, floor mat shall be installed in the cab area.

Front and rear bumpers shall be installed on each vehicles with additional guards in place for the front and rear lights.

1.11 Interior Seating/Upholstery

Front seat shall be high back with integral head restraints not less than 27.5" above the seating reference point, as specified in FMVSS 571.202 or latest revision. All seats shall have head restraint and be adjustable to the front and rear as well as have adjustable back and headrests.

The seating position shall be equipped with an automotive style shoulder seatbelt.

All seat upholstery shall be cloth, vinyl or a combination of both, and the standard color supplied with the exterior color specified at time of order. Full floor covering shall be vinyl.

1.12 Exterior Color

The exterior color shall be the manufacturer's standard white unless otherwise specified at time of order and noted on purchase order.

1.13 Climate Control Systems

All vehicles shall be equipped with manufacturer's standard climate control to include air conditioning.

1.14 Miscellaneous Equipment

The following items, supplementing if necessary those items already cataloged as standard equipment, shall be furnished and in place.

- Multi-speed, fresh-air ventilator and heater (front and rear as specified), and windshield defogger system
- Sun visor
- Intermittent, multi-speed windshield wipers with washers
- Tilt steering wheel
- Inside rearview mirror, day/night
- Right and left side exterior rear view mirrors shall be manufacturer's standard break-a-way or fold-a-way type
- Five (5) complete sets of keys for doors and ignition

All equipment/options are to be factory installed. If the equipment/options are not available factory installed, dealer installed equipment/accessories may be acceptable. The bidder is to specify those items that will be dealer installed. All equipment shall be installed prior to delivery.

EXHIBIT 1

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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.

EXHIBIT 1

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

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

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

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees.

"Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), 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 "B."

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

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Municipal Maintenance Equipment, Inc.
Name of Contractor

2360 Harvard Street, Sacramento, CA 95815
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, 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

I agree that should I offer any of the above listed employee benefits, that I 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.

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
- a. In the event that 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, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with 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, in the infrastructure, 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 the Contract is executed with the City.
 - g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
 - h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me 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; deemed ineligible for future contracts for up to two (2) years; 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.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall 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 City's Equal Benefits Requirements or of the Ordinance by me.

EXHIBIT 1

Attachment A

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

August 7, 2007

Date

Frank Wheeler III

Print Name

Vice President

Title

EXHIBIT 1

Attachment B



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

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 By City Contractors Ordinance (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,

EXHIBIT 1

Attachment B

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd 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

EXHIBIT 1

Attachment C



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, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd 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, Contract Services Unit, at the same address, containing the details of the alleged violation.

GO-4 INTERCEPTOR III UTILITY VEHICLES WARRANTY

Westward Industries LTD.(hereafter called W.I.L.) warrants for one (1) year each new GO-4 INTERCEPTOR III gasoline security utility vehicle and accessories thereto ("the Products"), according to the following terms:

1. This warranty commences on the date of original retail purchase and delivery and extends to the original retail purchaser only. Accordingly, this warranty is not transferable to any subsequent purchaser.
2. Any part of the Products distributed by W.I.L. and found to be defective in material or workmanship will be repaired or replaced by an authorized W.I.L. dealer or service representative without charge for labour or parts. Whether a Product is defective shall be as determined by W.I.L., acting reasonably.
3. The Product, including any defective part must be returned freight prepaid to W.I.L. or to an authorized W.I.L. dealer or service representative within one year from the date of original purchase. The expense of freighting the Product to and from the dealer or service representative for warranty service shall be payable by the owner. W.I.L.'s responsibility in respect of breach of warranty claims is limited to effecting the necessary repairs or replacements. No such claim shall be cause for cancellation or rescission of the contract of sale of any Product.
4. All warranty work must be performed by an authorized W.I.L. dealer or service representative. Proof of purchase will be required to substantiate any warranty claim.
5. W.I.L. makes no warranty with respect to tires, batteries, regulators, starter-generators, or other parts not of W.I.L. manufacture other than the engine. Such excluded items are usually warranted separately by their respective manufacturers.
6. This warranty does not include service items subject to normal wear or routine-maintenance, such as filters, spark plugs, ignition items, brake and clutch linings, belts, light bulbs and fuses.
7. This warranty does not cover any Product that has been subject to misuse, neglect, negligence, or accident, or that has been operated or maintained in any way contrary to the operating or maintenance instructions as specified in the W.I.L. operator's manual. Similarly, the warranty does not apply to any Product that has been altered or modified so as to adversely affect the Product's operation, performance or durability or that has been altered or modified so as to change its intended use. In addition, the warranty does not extend to repairs made necessary by normal wear or routine maintenance, or by the use of parts or accessories which in the reasonable judgement of W.I.L. are either incompatible with the Product or adversely affect its operation, performance or durability.
8. W.I.L. reserves the right to change or improve the design of any Product without assuming any obligation to modify any Product previously manufactured.
9. W.I.L.'s obligation under this warranty is strictly and exclusively limited to the repair or replacement of defective parts, and W.I.L. does not assume or authorize anyone to assume for them any other obligation.
10. All other warranties or conditions, expressed or implied, including merchantability or fitness for a particular purpose or otherwise are limited in duration to the expressed warranty period and disclaimed in their entirety thereafter.
11. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
12. W.I.L. assumes no responsibility for incidental, consequential or other damages including, but not limited to, expense for gasoline, expense of returning the product to an authorized dealer or service representative, and the expense of returning it back to the owner, mechanic's travel time, telephone or telegram charges, trailering or towing charges, rental of a like vehicle during the time warranty service is being performed, travel, lodging, loss or damage to personal property, loss of revenue, loss of use of the vehicle, loss of time, or inconvenience.
13. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
14. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.
15. The enclosed warranty registration form has been developed for your benefit. It evidences purchase of the vehicle and allows W.I.L. to contact you if necessary.



1077 Highway 26 | St. Francois Xavier, MB R4L 1A6 | Phone (204) 864.2056 | Fax (204) 864.2364

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**WESTWARD INDUSTRIES LTD
EMISSION CONTROL WARRANTY STATEMENT
MOTORCYCLE LIMITED WARRANTY**

YOUR WARRANTY RIGHTS AND OBLIGATIONS

Westward Industries Ltd. (W.I.L.) is pleased to explain the emission control system warranty on your new motorcycle. In the United States, new motor vehicles must be designed, built and equipped to meet stringent anti-smog standards. W.I.L. warrants the emission control system on your motorcycle for the period of time listed below, provided there has been no abuse, neglect or improper maintenance of your motorcycle.

Your emission control system includes such parts as the fuel injection system, the ignition system, catalytic converter and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, W.I.L. will repair your motorcycle at no cost to you including diagnosis, parts and labour.

MANUFACTURER'S WARRANTY COVERAGE

For the warranty period of 30,000 km (18,641 miles) or 5 years, whichever comes first: If an emission-related part of your motorcycle is defective, the part will be repaired or replaced by W.I.L., provided the part has not failed due to abuse, neglect, improper maintenance or due to unapproved modifications. This is your emission-control system Defects Warranty.

OWNER'S WARRANTY RESPONSIBILITIES

As the motorcycle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. W.I.L. recommends that you retain all receipts covering maintenance on your motorcycle, but W.I.L. cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your motorcycle to a W.I.L. dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable time, not to exceed 30 days.

As the motorcycle owner, you should also be aware that W.I.L. may deny you warranty coverage if your motorcycle or a part has failed due to abuse, neglect, improper maintenance or due to unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Westward Industries Customer Relations Department at (204) 864-2056, the Environmental Protection Agency at 2000 Traverwood, Ann Arbor, MI 48105, or the California Air Resources Board at 9528 Telstar Avenue, El Monte, CA 91731.

W.I.L. warrants to the ultimate purchaser and each subsequent purchaser thereafter that new vehicles certified for sale and registered in the United States are:

1. Designed, built and equipped so as to conform, at the time of sale, with all applicable regulations adopted by the Environmental Protection Agency, and
2. Free from defects in material and workmanship for the warranty period of the vehicle. Warranted parts which are scheduled for replacement as required maintenance are warranted up to their first replacement point. A defect exists when a deficiency in material or workmanship is such that an emission related warranted part is not identical in all material respects to that part as described in the vehicle manufacturer's certification application.
3. Warranty period begins on the date the motorcycle is delivered to the first retail purchaser, or on the date it is first placed in service as a demonstrator.

W.I.L. warrants to the ultimate purchaser and each subsequent purchaser thereafter that new vehicles certified for sale and registered in California are designed, built and equipped so as to conform, at the time of sale, with all applicable regulations adopted by the California Air Resources Board.

WARRANTED PARTS INCLUDE THE FOLLOWING:

1. Fuel metering system
 - Engine Control Module
 - Fuel injectors
 - Manifold absolute pressure sensor
 - Intake air temp. sensor
 - Engine coolant temp. sensor
 - Throttle position sensor
 - Camshaft position sensor
 - Crankshaft position sensor
 - Idle speed control actuator
2. Air Induction System
 - Air resonance chambers
3. Ignition System
 - Spark plugs*
 - Ignition coil
 - Ignition wires
 - Igniter

4. Evaporative control system
 - Evaporative canister
 - Canister purge valve (Duty solenoid valve)
 - Fuel cap
 - Fuel tank

5. Exhaust System
 - Catalytic converter
 - Oxygen sensors
 - PCV valve

6. Miscellaneous
 - Hoses, clamps, fittings, sealing gaskets or devices and mounting hardware.

* The original spark plug(s) are warranted up to the first scheduled replacement indicated in the Owner's Manual and not the full warranty period. (See your Owner's Manual)

DURING THE PERIOD OF THIS WARRANTY

W.I.L. will repair or replace any warranted part deemed defective by W.I.L. during the scope of the warranty without charge to the owner, including parts, labour and diagnosis. Except under emergency conditions, this work must be done at an authorized W.I.L. dealer. Give notice to an authorized W.I.L. dealer of any apparent defect(s) within a reasonable period of time after discovery. The vehicle must be made available for inspection by an authorized W.I.L. dealer.

In the event that a warranted part proves to be defective in an emergency situation (no authorized W.I.L. dealer is reasonably available, or a W.I.L. part is not available within 30 days, or a repair is not completed within 30 days) the owner may repair the vehicle himself or utilize any repair establishment and any equivalent part. For reimbursement, you must retain all defective parts and receipts for parts and labour.

Present the above to an authorized W.I.L. dealer for inspection. The dealer will assist you regarding warranty reimbursement.

WARRANTY REIMBURSEMENT, under emergency conditions are limited to the costs of diagnosis, parts and labour documented by the receipt, or to the suggested retail price of an equivalent genuine W.I.L. part and the manufacturer-recommended time allowance for diagnosis and labour for the warranty repair at the labour rates prevailing in that area whichever is less.

OWNER'S RESPONSIBILITY: The owner of the vehicle is responsible for the performance of required maintenance (See your Owner's Manual). Receipts and maintenance records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. However, failure of the owner to perform the required maintenance or to retain maintenance records shall not, per se, be

grounds for disallowing a warranty claim. The receipts should be transferred to each subsequent owner of this vehicle.

The emission control systems of your W.I.L. motorcycle were designed, built, tested and certified as being in conformity with United States and California emission control regulations using genuine W.I.L. parts. Accordingly, it is recommended that all replacement part(s) used for maintenance, replacement or repair of emission control systems be W.I.L. parts. The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any repair establishment or individual, and may elect to use parts other than W.I.L. parts for such maintenance, replacement or repair without invalidating this warranty. However, the cost of such service or parts will not be covered under the warranty.

EXCLUSIONS: No warranty coverage will be allowed if the part(s) failure was caused by owner/operator abuse, neglect, tampering, improper adjustment unless performed by a dealer during warranty repair work, modification, misuse, alteration or improper maintenance. (See your Owner's Manual.)

Use of parts which are not qualitatively equivalent to genuine W.I.L. parts, improper service or lack of required maintenance which causes failure of a warranted part may constitute abuse and/or improper service, thereby invalidating warranty liability hereunder.

This warranty does not cover damage resulting from accidents, acts of nature or other events or occurrences beyond the control of W.I.L.. Westward Industries Ltd. expressly disclaims responsibility for any and all consequential damages, such as loss of time, inconvenience, loss of use of the vehicle or commercial loss. This warranty does not cover any vehicle on which the odometer has been tampered with or on which the mileage has been changed.

Westward Industries Ltd.
1077 Highway 26
St. Francois Xavier, Manitoba
Canada R4L 1A6

Tel: (204) 864-2056
Fax: (204) 864-2364



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2006 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

**OFFICE OF TRANSPORTATION
 AND AIR QUALITY**
ANN ARBOR, MICHIGAN 48105

Certificate Issued to:

Westward Industries Ltd
 (U. S. Manufacturer or Importer)

Certificate Number:

WWX-HMC-2006-01

Effective Date:

November 30, 2005

Expiration Date:

December 31, 2006

Issue Date:

November 30, 2005

Revision Date:

Merylin Zaw-Mon
 Merylin Zaw-Mon, Director
 Certification and Compliance Division

Engine Family Name: 6WWXC01.0ME1

Evaporative Family Name: 6WWXE0021ME1

Exhaust Emission Test Procedure: Vehicle Test; ref 40 CFR Part 86, Subpart F

Exhaust Emission Standard or HC+NOx Family Emission Limits (FEL):

HC: N/A **CO:** 12.0 grams/km **HC+NOX:** 1.4 grams/km

Evaporative Emission Standards: Diurnal + Hot Soak: 1.8 grams/test

Permeation Fuel-Hose Standard: N/A

Permeation Fuel Tank Standard or FEL: N/A

Sales Area: 50 State.

Original Vehicle Manufacturer/Country where manufactured:

Westward Industries, St. Francois Xavier, MB, Canada

Original Engine Manufacturer/Country where manufactured:

Westward Industries, St. Francois Xavier, MB, Canada

Fuel Type: Gasoline

Engine Type: 4-Stroke, Liquid Cooled, 4-Cylinder

Engine Displacement(s) Covered: 999 cc

Key Emission-Related Components: 1- Catalyst, ECM, Fuel Injection

Full Useful Life: 5 Years or 30,000 kilometers

Vehicle/Engine Categories: Class III On-highway Motorcycle

Models Covered: Interceptor III

Pursuant to section 206 of the Clean Air Act (42 U.S.C. Section 7536) and 40 CFR 86.441 and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the applicable requirements of 40 CFR Part 86 and which represent the motor vehicle models listed above by Engine Family and Evaporative Family. This equipment is more fully described in the manufacturer/importer's application for certification. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards, as more fully described in the manufacturer/importer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Part 86 as specified in the manufacturer/importer's application.

It is a term of this certificate that the manufacturer shall consent to all inspections in 40 CFR 86.441 and authorized in a warrant or court order. It is also a term of this certificate that this certificate may be revoked, suspended, or rendered void ab initio for failing to comply with the requirements of such a warrant or court order, or for other reasons specified in the provisions of 40 CFR part 86, including the provisions of 40 CFR 86.442.

This certificate covers only those vehicles which conform, in all material respects, to the design specifications that applied to those vehicles described in the documentation required by 40 CFR Part 86 and are produced during the model year production period stated on the certificate as defined in 40 CFR Part 86. The manufacturer/importer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce (1) in the State of California, or (2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this engine family has been certified. This Certificate does not cover vehicles sold, offered for sale, introduced, or delivered for introduction into commerce in the U.S. prior to the effective date of the certificate.

N.L.



Pursuant to the authority vested in the Air Resources Board by the Health and Safety Code, Division 26, Part 5, Chapter 2; and

Pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: That the engine and emission control systems produced by the manufacturer are certified as described below for four-stroke gasoline-powered motorcycles. Production vehicles shall be in all material respects the same as those for which certification is granted. The manufacturer shall ensure that character "C" or "3" is not used in the eighth (8th) position of the vehicle identification number (VIN) of all vehicles in the engine family listed below. Violation of this VIN provision may result in incorrect registration of the vehicles.

MODEL YEAR	ENGINE FAMILY	EVAPORATIVE FAMILY	ENGINE DISPLACEMENT (cc)	CLASS
2006	6WWXC01 0ME1	6WWXE0021ME1	999	III
SPECIAL FEATURES & EMISSION CONTROL SYSTEMS		VEHICLE MODELS (equivalent inertia mass in kilograms, kg)		* = not applicable
TWC, HO2S(2), MFI		Go-4 Interceptor III (760 kg)		
ABBREVIATIONS: EM=engine modification TWC=three-way catalyst OC=oxidizing catalyst WUTWC/WUOC=warm-up TWC/OC O2S=oxygen sensor HO2S=heated O2S EGR=exhaust gas recirculation AIR=secondary air injection PAIR=pulsed AIR MFI=multi port fuel injection SFI=sequential MFI TBI=throttle body fuel injection DFI=direct fuel injection TC/SC=turbo/super charger CAC=charge air cooler 2 (prefix)=parallel (2) (suffix)=in series				

The following are the exhaust hydrocarbons plus oxides of nitrogen (HC+NOx) and carbon monoxide (CO) standards, or designated HC+NOx standard as applicable, and certification levels in grams per kilometer (g/km), and evaporative standard and certification level in grams per test (g/test) for this engine/evaporative family. The designated HC+NOx standard, as applicable, shall be listed on the permanent tune-up label.

HC+NOx (g/km)				EARLY COMPLIANCE CREDIT MULTIPLIER		EVAPORATIVE (g/test)	
CORPORATE AVERAGE STANDARD	DESIGNATED STANDARD	(DIRECT) STANDARD	CERTIFICATION LEVEL	STANDARD	CERTIFICATION LEVEL	STANDARD	CERTIFICATION LEVEL
*	*	0.8	0.1	12	0.4	2.0	0.7

BE IT FURTHER RESOLVED: That certification to the designated HC+NOx standard listed above, as applicable, is subject to the following terms, limitations and conditions:

The designated HC+NOx standard shall be the exhaust emission limit for this engine family and cannot be changed during the model year. It serves as the HC+NOx exhaust standard applicable to this engine family for determining compliance with Title 13, California Code of Regulations, Sections 1958(b) and 2101.

BE IT FURTHER RESOLVED: That for certification to the HC+NOx standard, or designated standard as applicable, listed above, the listed vehicle models are granted an early-compliance credit multiplier as indicated above pursuant to Title 13, California Code of Regulations, Section 1958(g).

BE IT FURTHER RESOLVED: That the Executive Officer has been provided all materials required to demonstrate certification compliance with the Board's emission control system warranty regulations (Title 13, California Code of Regulations, Sections 2035 et seq).

BE IT FURTHER RESOLVED: That because the listed motorcycles are certified to 0.2 grams per test or more below the applicable evaporative standard, the vehicles are exempt from complying with the Air Resources Board's "Specifications for Fill Pipes and Openings of Motor Vehicle Fuel Tanks" pursuant to Executive Order G-70-16-E.

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

This Executive Order is only granted to the engine family and model-year listed above. Vehicles in this family that are produced for any other model-year are not covered by this Executive Order.

Executed at El Monte, California on this 8th day of December 2005

Allen Lyons, Chief
Mobile Source Operations Division



Municipal Maintenance Equipment

2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1061 N. Shepard Street, Unit B • Anaheim, CA 92806 • (714) 632-2871 • Fax: (714) 632-2874
4750 Caterpillar Road, Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447

City of Sacramento

Bid No. B081181006

EXCEPTIONS AND CLARIFICATIONS

Page 28 of 38. 1.4 Electrical System

"LED lighting shall be used for taillights, marker lights and turn signals". Standard incandescent lighting to be supplied.

OPTION: Rear stop and turn signal lights, where lights are flush mounted, will be LED design. This option is NOT included in base price. If desired, add \$1,000.00 to base price for this option.

Page 29 of 38. 1.10 Body/Cab

"A non-skid, floor mat shall be installed in the cab area". The standard floor is an attached, non-skid, replaceable mat. An additional mat is not provided.

Page 30 of 38. 1.14 Miscellaneous Equipment

"Sun Visor"

"Inside rearview mirror, day/night"

The inside cab does not have the space to provide both a sun visor and an inside rearview mirror. Space allows for either a sun visor or an inside rearview mirror, day/night. City's choice to which item to be supplied.

Dealer Installed Accessories:

Warning Light (Federal Signal 453001-2) mounted to roof mounting bracket.

Dash Fan.

Sun Visor or Inside rearview mirror, day/night.

"Customer Satisfaction is Our Goal"