



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

**Bid Number: B071181077**

**FILED**

**MAR 28 2007**

By The  
Office of The City Clerk

**INVITATION FOR BID  
And  
Contract Specifications**

**FOR: Water Distribution Utility Vans**

**Bids Must Be Received Prior To 2:00 P.M. on March 28, 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: BONANDER TRUCKS

Address: 4520 N. GOLDEN STATE BLVD

City, State, Zip Code: TURLOCK CA. 95382

Phone Number: 916-777-1540

Email Address: CME4GHC@HOTMAIL.COM

BID

BID NO. B071181077

FOR SERVICES/SUPPLIES: Water Distribution Utility Vans

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: BONANDAR TRUCK

ADDRESS: 4520 N. GORDON STATE BLVD

PHONE #: 916-797-1540 FAX #: \_\_\_\_\_

STATE TAX I.D. #: SRAM28093977 FED. TAX I.D. #: 94-1559760

City of Sacramento Business Operation Tax Certificate #: \_\_\_\_\_  
(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) [Signature]

PRINT NAME: STEVE MANSON

TITLE: COMPANY FLEET SALES

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

**PRICING SCHEDULE(S)**

For furnishing to the City of Sacramento, new and latest model trucks with utility bodies and accessories as required, in accordance with the provisions and specifications contained herein. Quantities are estimates only (based on forecasts for upcoming Fiscal Years) and the City will purchase as necessary during this 3 year contract. If it is in the best interest of the City, multiple awards may be made, one for each Schedule below.

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	2	Supply and Install Leak Van Body on City Owned Conventional Cab Truck	\$ <u>NB</u>	\$ <u>NB</u>
		7.75% Sales Tax		\$ <u>NB</u>
		CA Tire Fee		\$ <u>NB</u>
		Total		\$ <u>NB</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
2	2	Supply and Install Leak Van Body on Vendor Supplied Conventional Cab Truck	\$ <u>144,081</u>	\$ <u>288,162</u>
		7.75% Sales Tax		\$ <u>22,332.90</u>
		CA Tire Fee		\$ <u>10.50</u>
		Total		\$ <u>310,505.06</u>

3	2	Optional Service/Repair manuals for cab/chassis, engine, body and electrical systems wiring diagrams per Section 6.0 a. Include sales tax.		\$ <u>484.00</u>
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4	2	Optional Parts manuals for cab/chassis, Engine and body per Section 6.0 b. Include sales tax.		\$ <u>134.00</u>
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5	2	Optional Diagnostic software and interface, applicable to engine, transmission, chassis and brakes per Section 6.0 c. Include sales tax.		\$ <u>5266.00</u> <sup>82</sup> <u>SEE ATTACHED</u>
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Price Increases: 2<sup>nd</sup> and 3<sup>rd</sup> year pricing will not increase more than 5% the previous year quoted price. See Page 23, 'Prices' Item (a)

**OPTIONS:**

- 1) LOW EMISSIONS "GASOLINE ENGINE" DEDUCT \$13,526.00 EA.
- 2) ULTRA LOW EMISSIONS "LPG" ENGINE ADD \$7,434.00 EA.
- 3) ULTRA LOW EMISSION "CNG" ENGINE ADD. \$29,996.00 EA.

**SOFTWARE/INTERFACE**

**1) Diagnostic software/interface for engine:**

**INCLUDED With Item #3 Diagnostic software/interface for chassis.**

**2) Diagnostic software/interface for Allison transmissions:**

Communication, Translator Cable, (Computer Interface).....	\$926.00 ea.
Software for Generation V and earlier.....	\$673.00 ea.
	<b><u>\$1,599.00 ea.</u></b>

**3) Diagnostic software/interface for chassis:**

GM Tech II Scan tool.....	\$2,630.00 ea.
CANdi Module interface.....	\$ 530.00 ea.
Flash -Program Tech II to latest GM Update.....	\$ 129.00 ea.
	<b><u>\$3,289.00 ea.</u></b>

**The City of Sacramento could already have some, or most of the above and may only require software updates?**

Steve Mannion

Government Fleet Sales

**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?  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):

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_.

**3. DELIVERY GUARANTEE**

Contractor guarantees delivery within 300 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 \$500<sup>00</sup> EA for payment within 20 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

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

**5. NEAREST FACTORY AUTHORIZED SERVICE CENTER**

Page 24, Warranty, Bidders must list the nearest factory authorized service center responsible for warranty and other repairs:

WESTERN TRUCK PARTS + EQUIP SAE - ERBCO - SAE

**6. LAMPS**

Page 29, Section 1.1, Item b(10), Peterson #30589 lamp or proposed equal: OK

Page 32, Section 1.6, Item f(1), Trucklite #44030R lamp or proposed equal: OK

Page 32, Section 1.6, Item f(2), Trucklite #44030A lamp or proposed equal: OK

Page 32, Section 1.6, Item f(3), Grote #62171 lamp or proposed equal: OK

**7. TOWING ITEMS**

Page 33, Section 1.8, Item c, Pollak #11-608 Trailer Socket or proposed equal: OK

Page 33, Section 1.8, Item d, Drawlite #5100 Trailer Socket or proposed equal: OK

**8. SPEED CONTROL**

Page 35, Section 2.5, Vanair #03241 Air Compressor Speed Control or proposed equal: OK

**9. AIR COMPRESSOR AIR RECEIVER & OIL SEPARATOR**

Page 35, Section 2.7(a) Vanair #60004-001B Air compressor air receiver & oil separator or proposed equal:

OK

**10. TIRES**

Page 42, Section 5.15, Goodyear #G159 Tires or proposed equal : OK

**11. BRAKES**

Page 42, Section 5.16(e), Meritor "Q+" Front Brakes or proposed equal : MERITOR OK

Page 42, Section 5.16(f), Meritor "Q+" Rear Brakes or proposed equal : OK

Page 42, Section 5.16(i), Weatherhead #1421 Air Reservoir Tank Pull Cable Valves or proposed equal :

OK

Page 42, Section 5.16(j) Meritor Automatic Slack Adjustors or proposed equal : OK

**12. CAB**

Page 43, Section 5.21(a), Grote #28041 Convex Mirror or proposed equal : GH COMPOSITE = EQUAL

Page 43, Section 5.21(h), Grote #71422 Triangle Flare Kit or proposed equal : OK

Page 44, Section 5.21(j), Kelsey Hayes #81741 Trailer Brake Controller or proposed equal :

OK

**13. QUESTIONNAIRE**

Page 45

**14. EQUAL BENEFITS ORDINANCE**

See Exhibit 1

DATE BID OPENED 3-28-07  
 EMPLOYEE INITIALS V.M.  
 MARK ONE BOX FOR EACH ITEM ONLY

**BID SECURITY**  
 NONE REQUIRED  
 PROPERLY SIGNED

**BID DEPOSIT TYPE**  
 BID BOND  
 CALIF. BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 CASH  
 CALIF. BANK MONEY ORDER

**AFTER AWARD OF BID**  
 SECURITY RETURNED  
 SECURITY ACCEPTED

EMPLOYEE INITIALS \_\_\_\_\_  
 DATE \_\_\_\_\_

City Of Sacramento Equipment Questionnaire

Make <b>GMC</b>		Model <b>TCTC042</b>		Year <b>2008</b>
GVW <b>25,950</b>	Curb Weight		Wheel Base <b>194</b>	C/A <b>126</b>
Engine Model: <b>15L24 DIESEL</b>	Displacement <b>7.8L</b>		No. Cylinders <b>6</b>	
Engine Type (LEV,ULEV, etc.)			Gross HP <b>230</b>	
Engine Fuel <b>DIESEL</b>		CARB Certification? Yes: <input checked="" type="checkbox"/> No:		
Engine Emission Rating: <b>14.001</b> Nox PM		Engine Family Number <b>7SZX107.B4FA</b>		
Alt. Model <b>DALCO 22SI</b>	Output AMPS <b>130</b>	Battery CCA (ea) <b>750</b>	Total Batteries <b>3</b>	
Air Cleaner (Type) <b>DRY AIRWAY</b>		Oil Filter (Type) <b>SPIN-ON</b>		
Transmission: Type and No. of Speeds		<b>ALLISON 3500RDS 5</b>		
Front Axle: Rated Capacity <b>8000</b>		Springs (Type) <b>Leaf</b>		
Rear Axle: Rated Capacity <b>19000</b>		Springs (Type) <b>Leaf</b>		
Rear Axle No. of Speeds <b>SINGLE</b>		Ratio <b>5.57:1</b>		
Wheels: Type <b>Disc</b>	Rim Width <b>7.5"</b>	Size <b>22.5X7.5</b>		
Tires: Size <b>10R22.5</b>	Ply Rating <b>6</b>	Type <b>Hoxy</b>		
Brakes: Type <b>AIR</b>		Booster <b>AIR</b>		
Reserve Tank and Warning System: <b>AIR RES. STD</b>				
Body: List size, name and capacity of attachments and other pertinent information				
<b>Body + Equip BY ERSCO.</b>				
Bidder's Firm Name: <b>BONANOUR TRUCK</b>				
By: <i>[Signature]</i>				
Date: <b>3/29/07</b>				

# EXHIBIT 1

Attachment A

## DECLARATION OF COMPLIANCE Equal Benefits Ordinance

BENJAMIN TRUCK  
Name of Contractor

4520 N. GOLDEN STATE BLVD TULLOCK, CA.  
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

3/29/07  
\_\_\_\_\_  
Date

Steve Marston  
\_\_\_\_\_  
Print Name

Generalist Permit Sales  
\_\_\_\_\_  
Title