

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR QUOTATION (RFQ) No. 2615 for MEDIUM AND HEAVY-DUTY TRUCKS

Contact Person: Melbourne Go

Phone Number: 510-287-2017

E-mail Address: [melbourne.go@ebmud.com](mailto:melbourne.go@ebmud.com)

For complete information regarding this project, see RFQ posted at <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFQ process, for any published addenda regarding this RFQ.

**Bids Due**

by

**2:00 p.m.**

on

**March 25, 2026**

All bid submissions hand delivered or mailed (USPS, FedEx, UPS, etc.) to the address or PO Box noted below must be received no later than 2:00 p.m. on the bid due date.

<b>RESPONSE DELIVERED BY SERVICE</b> (UPS, FedEx, DHL, etc., during business hours: 8:00 AM – 3:30 PM only) to:  EBMUD–Purchasing Division RFQ# 2615 - MEDIUM AND HEAVY-DUTY TRUCKS 375 11 <sup>th</sup> Street Oakland, CA 94607	<b>RESPONSE DELIVERED BY MAIL</b> (U.S. Postal Service) to:  EBMUD–Purchasing Division RFQ# 2615 - MEDIUM AND HEAVY-DUTY TRUCKS P.O. Box 24055 Oakland, CA 94623	<b>RESPONSE HAND-DELIVERED</b> (during business hours: 8:00 AM – 4:00 PM only)  EBMUD–Purchasing Division RFQ# 2615 - MEDIUM AND HEAVY-DUTY TRUCKS Purchasing Office 375-11 <sup>TH</sup> Street, 1 <sup>st</sup> Floor Oakland, CA 94607
---	--	--

# EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2615

for

MEDIUM AND HEAVY-DUTY TRUCKS

## TABLE OF CONTENTS

<b>I.</b>	<b>STATEMENT OF WORK .....</b>	<b>3</b>
A.	SCOPE .....	3
B.	BIDDER QUALIFICATIONS .....	3
C.	SPECIFIC REQUIREMENTS .....	3
D.	SPECIFICATIONS.....	4
E.	INSPECTION .....	4
F.	DELIVERY REQUIREMENTS.....	4
G.	PARTS BOOKS, SERVICE MANUALS, AND OPERATION INSTRUCTIONS .....	4
H.	COMPLIANCE .....	5
I.	SERVICE .....	5
J.	CONTRACTOR WARRANTY REPAIR REQUIREMENTS .....	5
K.	VEHICLE LICENSING .....	6
L.	TRAINING.....	6
M.	ONLINE PARTS ORDERING REQUIREMENT .....	6
N.	FAILURE TO MEET SPECIFICATIONS .....	6
<b>II.</b>	<b>CALENDAR OF EVENTS .....</b>	<b>7</b>
<b>III.</b>	<b>DISTRICT PROCEDURES, TERMS, AND CONDITIONS .....</b>	<b>7</b>
A.	RFQ ACCEPTANCE AND AWARD .....	7
B.	BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS.....	8
C.	PRICING .....	9
D.	NOTICE OF INTENT TO AWARD AND PROTESTS.....	9
E.	METHOD OF ORDERING .....	10
F.	TERM / TERMINATION / RENEWAL .....	11
G.	WARRANTY .....	11
H.	INVOICING .....	12
<b>IV.</b>	<b>RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION .....</b>	<b>12</b>
A.	DISTRICT CONTACTS .....	12
B.	SUBMITTAL OF RFQ RESPONSE .....	13

## ATTACHMENTS

EXHIBIT A – RFQ RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – SPECIFICATIONS FOR MEDIUM AND HEAVY-DUTY TRUCKS

**I. STATEMENT OF WORK****A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe requirement to manufacture, furnish, and deliver miscellaneous medium and heavy truck equipment to the District's Heavy Equipment Garage at 1199 – 21st Street, Oakland, California, as needed and as ordered by the District.

East Bay Municipal Utility District (District) intends to award a three-year contract with two (2) options to renew for one-year period(s) to the lowest cost bidder(s) whose response conforms to this RFQ and meets the District's requirements.

**B. BIDDER QUALIFICATIONS****1. Bidder Minimum Qualifications**

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing construction or commercial truck equipment for at least three (3) years.
- b. Bidder shall be an authorized manufacturer, dealer, or provider.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

**C. SPECIFIC REQUIREMENTS**

1. All products shall be in new and unused condition and shall be of the most current and up-to-date model.
2. Under this RFQ it is required that the equipment be furnished and delivered F.O.B. to the District's Heavy Equipment Garage, 1199 - 21st Street, Oakland, California
3. All Vehicles sold to the District shall comply with all applicable motor vehicle rules and regulations within the State of California, including but not limited to the requirements of the California Vehicle Code (CVC), California Code of Regulations-Title 13, and Code of Federal Regulations-Title 49. Vehicles shall comply with all Federal and State rules, regulations, and safety standards which were in effect at the date of delivery to the District, and which are applicable to the District's planned usage as stated in this RFQ. Unless otherwise noted in this RFQ, all vehicles shall meet the 50-State emissions requirements that allow the resale of these vehicles to the general public as originally equipped.

D. SPECIFICATIONS

Please refer to **EXHIBIT E - SPECIFICATIONS FOR MEDIUM AND HEAVY-DUTY TRUCKS.**

E. INSPECTION

Equipment will be inspected by the District at the dealer/ manufacturers place of business for proper functioning of all equipment and systems, workmanship, appearance, and conformance to the specifications prior to delivery. The Dealer is to contact Scott Busch ([scott.busch@ebmud.com](mailto:scott.busch@ebmud.com)) at (510) 287-1392 or Steve Kekki ([steve.kekki@ebmud.com](mailto:steve.kekki@ebmud.com)) at (510) 287-0878 to arrange for inspection.

The District reserves the right-of-access to the Contractor's facility to verify conformance to this specification at the District's expense.

F. DELIVERY REQUIREMENTS

The District's Heavy Equipment Garage, 1199 – 21st Street, Oakland, California 94607, can receive the units between 8:00 a.m. and 2:00 p.m., Mondays through Fridays except for District holidays. Precise delivery schedules are to be arranged by contacting Scott Busch ([scott.busch@ebmud.com](mailto:scott.busch@ebmud.com)) at (510) 287-1392 or Steve Kekki ([steve.kekki@ebmud.com](mailto:steve.kekki@ebmud.com)) at (510) 287-0878.

The following documents shall be delivered to the Equipment Supervisor at the time the equipment is delivered.

1. One complete set of operating instructions, parts book, warranties, and service repair manuals shall be furnished at the time the new equipment is delivered. If the parts book, warranties and service manuals are only available in an electronic format, then electronic copies are acceptable to meet the requirement.
2. Completed and signed pre-delivery checklist
3. Line setting ticket
4. Dealer's report of sale
5. Certificate of Compliance for Bridge Formula and 49 CFR, DOT (incomplete and complete vehicle)
6. Certified weigh master's certificate of Completed Vehicle

G. PARTS BOOKS, SERVICE MANUALS, AND OPERATION INSTRUCTIONS

One complete set of operating instructions, parts book, warranties, and service repair manuals shall be furnished at the time the new equipment is delivered. If the parts book, warranties and service manuals are only available in an electronic format, then electronic copies are acceptable to meet the requirement. If the parts book, warranties and service manuals are only available as a web-based service, then a

subscription/password access is required for the useful life of the vehicle. NO EXCEPTIONS. PAYMENT WILL NOT BE MADE UNLESS MANUALS ARE RECEIVED.

H. COMPLIANCE

The equipment furnished must conform with any applicable Safety Orders of the California Division of Industrial Safety, must be equipped with all legal equipment required by the State of California Vehicle Code, and must also comply with any applicable federal, state, and local laws and regulations concerning vehicular equipment in effect on the date of the bid opening, including but not limited to the following:

1. Department of Transportation, Federal Highway Administration, 49 CFR Motor Carrier Safety Regulations and Standards
2. Federal Motor Vehicle Safety Regulations and Standards
3. U.S. Environmental Protection Agency
4. Federal Energy Administration
5. California Air Resources Board Regulations
6. California Vehicle Code
7. California Code of Regulations, Title 13, Motor Vehicles.
8. California Code of Regulations (California Administrative Code, Title 13) (Government Industrial Safety Orders, Title 8)

I. SERVICE

- a. The successful bidder must provide service and warranty repair availability within fifty (50) road miles or one (1) hour from 1199 21st Street in Oakland, California. The successful bidder must also demonstrate a full-service parts and repair facility for their product.
- b. Prior to delivery, the equipment shall receive the manufacturer's standard pre-delivery service, and the equipment shall be tested and functionally ready to operate.

J. CONTRACTOR WARRANTY REPAIR REQUIREMENTS

Equipment under warranty shall be repaired and returned within five (5) working days or a replacement unit acceptable to the District shall be provided to the District on the sixth day and thereafter until the original unit is returned to District service. Cost associated with the replacement unit shall be the responsibility of the Contractor. In addition, any unit out of service for warranty repair in excess of fifteen (15) working days in a calendar year shall be replaced with a unit acceptable to the District commencing on the sixteenth day and everyday thereafter at the expense of the Contractor.

**K. VEHICLE LICENSING**

Licensing of new equipment for the State of California shall be done by the Dealer prior to delivery. The District will provide Application for Exempt Registration to the Dealer.

The address on all documents shall be as follows:

East Bay Municipal Utility District  
375 Eleventh Street  
MS 58  
Oakland, CA 94607

**L. TRAINING**

1. Responsive bidders must have the ability to offer dealer-level OEM factory training to District mechanics when requested, as training courses are made available. Training must be hands-on. Online technical training is not considered compliance.
2. Contractor will provide a minimum of four (4) hours of basic operator and maintenance training for each new model delivered.

**M. ONLINE PARTS ORDERING REQUIREMENT**

Responsive bidders must have a system of parts ordering that will allow access to all OEM parts diagrams, and which would also allow District mechanics to place parts orders electronically.

**N. FAILURE TO MEET SPECIFICATIONS**

In the event any shipment or shipments of a Contractor's product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements, or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

**II. CALENDAR OF EVENTS**

<b>EVENT</b>	<b>DATE/LOCATION</b>
<b>RFQ Issued</b>	February 25, 2026
<b>Deadline For Submission of Questions</b>	March 2, 2026
<b>Approved Product Substitution Request Deadline</b>	March 9, 2026
<b>Notification of required evaluation of demonstration units</b>	March 11, 2026
<b>Addendum to Announce Pre-Approved Equivalents (if necessary)</b>	March 16, 2026
<b>Response Due</b>	March 25, 2026 by 2:00 p.m.  At this time all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St., Oakland, CA 94607
<b>Anticipated Contract Start Date</b>	April 28, 2026

**Note:** All dates are subject to change **by District**.

Bidders are responsible for reviewing <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> for any published addenda. Hard copies of addenda will not be mailed out.

**III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS****A. RFQ ACCEPTANCE AND AWARD**

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District reserves the right to award to a single or to multiple Contractors, dependent upon what provides the lowest overall cost to the District.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions, issued by the District, or those included in the bidder's submission, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.

5. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after bids have been opened.

**B. BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS**

Any references to manufacturers, trade names, brand names, and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer an equivalent product that meets or exceeds the specifications.

The District reserves the right to be the sole judge of what shall be considered equal and/or acceptable and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the brand and/or product referenced in this RFQ will be supplied.

**Taking exception to the RFQ, or failure on the part of the bidder to comply with all requirements and conditions of this RFQ, may subject the RFQ response to rejection. If no deviations are shown, the bidder will be required to furnish the material exactly as specified. The burden of proof of compliance with the specifications will be the responsibility of the bidder.**

This RFQ is subject to acceptance only on the terms and conditions stated in this RFQ. Any additional or different terms and conditions proposed by the bidder are hereby rejected and shall be of no force or effect unless expressly assented to in writing by the District.

Proposals for “pre-approved or equal” substitutions requested during the bidding period shall be furnished in writing to:

Purchasing Division, Mel Go  
(MS#102) ofc (510) 287-2017,  
[mel.go@ebmud.com](mailto:mel.go@ebmud.com) East Bay  
Municipal Utility District  
P. O. Box 24055  
Oakland, CA 94623-1055

Proposals shall be accompanied by complete technical and descriptive data necessary to determine equality of the material, product, thing, or service. Samples shall be provided when requested.

**NOTE: PROSPECTIVE BIDDERS WHO WISH TO BID A COMMERCIAL EQUIVALENT MUST PROVIDE A DEMONSTRATION UNIT FOR EVALUATION AND APPROVAL BY THE DISTRICT**

WHEN REQUESTED. SEE CALENDAR OF EVENTS FOR TIMEFRAME THE UNIT WOULD NEED TO BE AVAILABE. BIDS FOR COMMERCIAL EQUIVALENTS WHICH HAVE NOT BEEN EVALUATED, OR WHICH HAVE NOT RECEIVED PRIOR WRITTEN APPROVAL BY THE DISTRICT WILL BE REJECTED. ALL PROSPECTIVE BIDDERS WILL BE NOTIFIED VIA WRITTEN PROPOSAL ADDENDUM OF ANY COMMERCIAL EQUIVALENT APPROVED BY THE DISTRICT.

The burden of proof as to availability, comparative quality, suitability, and performance of the proposed substitution shall be upon the bidder. The bidder will not be reimbursed for any work and costs necessary for making the substitution workable.

Proposals will be evaluated and deemed accepted, rejected, or incomplete by the District; the District will be the sole judge as to such matters. **If the equivalent is accepted, bidders will be notified by addenda.**

C. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the

reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, CA 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

#### E. METHOD OF ORDERING

1. POs and payments for products and/or services will be issued only in the name of Contractor.
2. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.
3. **The Discount off Current Manufacturer's Published Price List** submitted on the Bid Forms will be used when pricing any and all change orders.

F. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years with two (2) options to renew for one (1) year periods.
2. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
3. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

G. WARRANTY

1. For any contract awarded pursuant to this RFQ, Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien, or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which

conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period specified in Exhibit E schedules from the date of vehicle delivery to the District and shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

#### H. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

#### IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

##### A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

TECHNICAL SPECIFICATIONS:

Attn: Scott Busch, Equipment Supervisor

Email: ([scott.busch@ebmud.com](mailto:scott.busch@ebmud.com))

Phone: (510) 287-1392

or

Steve Kekki, Manager of Fleet

Email: ([steve.kekki@ebmud.com](mailto:steve.kekki@ebmud.com))

Phone: (510) 287-0878

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Scott Busch, Equipment Supervisor

Email: ([scott.busch@ebmud.com](mailto:scott.busch@ebmud.com))

Phone: (510) 287-1392

or

Steve Kekki, Manager of Fleet

Email: ([steve.kekki@ebmud.com](mailto:steve.kekki@ebmud.com))

Phone: (510) 287-0878

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. All RFQ responses must be SEALED and received by 2:00 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time/date, or at a place other than the stated addresses, cannot be considered and will be returned to the bidder unopened. The EBMUD mailroom and Purchasing Division timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.
5. RFQ responses are to be addressed/delivered as follows:

Mailed (USPS):

East Bay Municipal Utility District  
MEDIUM AND HEAVY-DUTY TRUCKS  
RFQ No. 2615  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered, delivered by courier or package delivery service (UPS, FedEx, DHL, etc.):

East Bay Municipal Utility District  
MEDIUM AND HEAVY-DUTY TRUCKS  
RFQ No. 2615  
EBMUD–Purchasing Division

375 Eleventh Street, First Floor  
Oakland, CA 94607

**Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.**

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the bidder offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFQ documents.
10. It is understood that the District reserves the right to reject any or all RFQ responses.
11. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



**EXHIBIT A**  
**RFQ RESPONSE PACKET**  
**RFQ No. 2615 MEDIUM AND HEAVY-DUTY TRUCKS**

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_

(Official Name of Bidder)

**RFQ RESPONSE PACKET GUIDELINES**

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, CONTAINING THE FOLLOWING IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”**



## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.
11. The undersigned acknowledges **ONE** of the following (please check only one box):

- Bidder is not an SBE and is ineligible for any bid preference; **OR**
- Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## BID FORM(S)

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

**Please note: BIDDERS MUST BID ON ALL EIGHT SCHEDULES TO BE DEEMED RESPONSIVE**

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

### SCHEDULE I – 26,000 lb. GVWR Cab Chassis

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	26,000 GVWR cab chassis, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE II – 26,000 lb. GVWR 4X4 Cab Chassis**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	26,000 GVWR 4X4 cab chassis, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE III – 35,000 lb. GVWR Cab Chassis**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	35,000 GVWR cab chassis, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE IV – 66,000 lb. GVWR Cab Chassis**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	66,000 GVWR cab chassis, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE V – 64,000 GVWR Cab Chassis**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	64,000 GVWR cab chassis, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE VI – 54,600 lb. GVWR Cab Chassis, Manual Transmission**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	54,600 GVWR cab chassis, manual transmission, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE VII – 54,600 lb. GVWR Cab Chassis, Automatic Transmission**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	54,600 GVWR cab chassis, automatic transmission, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**SCHEDULE VIII – 72,500 lb. GVWR Cab Chassis**

				Discount off Current Manufacturer's Published Price List
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Years 1 - 5
1	1 ea.	75,350 GVWR cab chassis, as specified	\$ _____	_____ %
	2 ea.	<i>Make</i> _____	\$ _____	
	3-5 ea.	<i>Model</i> _____	\$ _____	
	5 ea. or more		\$ _____	

**PRICING SUMMARY**

	<b>*YEAR 1 UNIT PRICE (EA)</b> <small>INCLUDING DISCOUNT OFF CURRENT MANUFACTURER'S PUBLISHED PRICE LIST</small>
<b>SCHEDULE I</b>	
<b>SCHEDULE II</b>	
<b>SCHEDULE III</b>	
<b>SCHEDULE IV</b>	
<b>SCHEDULE V</b>	
<b>SCHEDULE VI</b>	
<b>SCHEDULE VII</b>	
<b>SCHEDULE VIII</b>	
<b>GRAND TOTAL</b>	

**\* Match unit pricing to Schedules I – VIII.** In the case of a discrepancy between the unit price on the Schedules and/or summary price., it will be assumed that the unit price in the Schedules quoted is correct.



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

If applicable, please also provide any information you have available on the below:

- (a) Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>.

### 3. **References**

- (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - Bidders must verify the contact information for all references provided is current and valid.
  - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.

- (c) The District may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

4. **Exceptions, Clarifications, Amendments:**

- (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder’s RFQ response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFQ Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

5. **Contract Equity Program:**

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Contractor Employment Data and Certification". Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFQ response.



**REFERENCES**  
**RFQ No. 2615 - MEDIUM AND HEAVY-DUTY TRUCKS**

**Bidder Name:** \_\_\_\_\_

**Bidder must provide a minimum of 3 references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS RFQ  
No. 2615 - MEDIUM AND HEAVY-DUTY TRUCKS**

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder’s RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all contractors regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your bid.

Non-compliance with the Guidelines may deem a bid non-responsive, and therefore ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program, please call (510) 287-0114.



## EXHIBIT B INSURANCE REQUIREMENTS

(Authorized Vendor/Representative may sign the sections)

**CONTRACTOR/COMPANY NAME:** \_\_\_\_\_

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the PROPOSER agrees to meet the minimum insurance requirements stated in the RFP.

### **Provisions Applicable to All Required Insurance**

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory, and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has

the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.

- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

**I. Workers' Compensation and Employer's Liability Insurance Coverage**

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
  - Coverage A. Statutory Benefits Limits
  - Coverage B. Employer's Liability of not less than:
    - Bodily Injury by accident: \$1,000,000 each accident
    - Bodily Injury by disease: \$1,000,000 each employee
    - Bodily Injury by disease: \$1,000,000 policy limit
- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

**Verification of Workers' Compensation and Employer's Liability Insurance Coverage**

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry Workers' Compensation insurance.

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Workers' Compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_

**II. Commercial General Liability Insurance ("CGL") Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than

the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- |                                    |  |
|------------------------------------|--|
| Bodily Injury and Property Damage  | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations      | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. Independent Contractor’s Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.
- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

**Verification of Commercial General Liability (CGL) Insurance Coverage**

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_

### **III. Business Auto Liability Insurance Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
  - a. Each Occurrence Limit (per accident) and in the Aggregate: 2,000,000
  - b. Bodily Injury and Property Damage: \$2,000,000
- D. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").
- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or contractor's/subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy

has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.

- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

**Verification of Business Auto Liability Insurance Coverage**

**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager – Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager’s Signature:** \_\_\_\_\_

# EXHIBIT C

## GENERAL REQUIREMENTS

Effective: June 9, 2021  
Supersedes: September 1, 2020

### CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY
8. Not Used
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

#### 1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **"Contract"** means the agreement between the District and Contractor as memorialized in the Contract Documents.

- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

## 2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website <https://www.cslb.ca.gov/OnlineServices/InsuranceSearch/INSRequest.aspx>) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten

days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

**3. CONTRACTOR'S FINANCIAL OBLIGATION**

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

**4. SAMPLES OR SPECIMENS**

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

**5. MATERIAL AND WORKMANSHIP**

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished, or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

**6. DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

**7. WARRANTY**

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import

restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

**8. NOT USED**

**9. SAFETY AND ACCIDENT PREVENTION**

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

**10. CHARACTER OF WORKFORCE**

The Contractor shall employ none but skilled competent qualified personnel to perform the Work and shall maintain discipline and order in the conduct of the Work at all times.

**11. PREVAILING WAGES & DIR REGISTRATION**

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted, nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required
- d. to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- e. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section

1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).

- f. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- g. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- h. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- i. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- j. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- k. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- l. General prevailing wage determinations have expiration dates with either a single
- m. asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## **12. PAYROLL RECORDS & ELECTRONIC SUBMISSION**

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the

Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

### **13. HOURS OF LABOR**

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any

calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.

- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

#### **14. EMPLOYMENT OF APPRENTICES**

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

#### **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The

Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **16. EFFECT OF EXTENSIONS OF TIME**

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay

event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the
- e. District, and which were not concurrent with any other type of delay) the Project
- f. Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- g. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## 18. TERMINATION

### a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  - 3. A receiver is appointed to take charge of the Contractor's property.
  - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
  - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **19. DAMAGES**

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## **20. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet.

- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.
  - v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
  - vi. Typical details apply to all drawings unless a specific different detail is shown.

**21. INDEMNIFICATION**

Contractor expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys’ fees, arising out of or resulting from Contractor's, its associates’, employees’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

**22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

**23. NEWS RELEASES**

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**24. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**25. COVENANT AGAINST GRATUITIES**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**26. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**27. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

**28. CONFIDENTIALITY**

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



**EXHIBIT D  
IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**CERTIFICATION FOR PARAGRAPH 1:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the BIDDER/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**OR**

- 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*



**EXHIBIT E  
MEDIUM AND HEAVY DUTY TRUCK EQUIPMENT  
SPECIFICATIONS**

BIDDER IS INSTRUCTED TO NOTATE NEXT TO ANY SPECIFIED EQUIPMENT LINE ITEM THE MAKE OR MODEL NUMBER OF ANY EQUIPMENT BEING BID THAT IS NOT AS SPECIFIED

A COPY OF THESE EXHIBIT E SPECIFICATIONS MUST BE SUBMITTED WITH EXHIBIT A – RFQ RESPONSE PACKET

## **SCHEDULE I**

### **GENERAL DESCRIPTION**

**[NON CDL 26,000 lb. Saw truck, FMC large mechanic truck, septic truck, chipper truck, patch paver etc]**

New model of current production 26,000 lb. gross vehicle weight rated (GVWR) conventional cab chassis. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### **1. DIMENSIONS**

- a. Cab axle 100" or approximate
- b. Bumper to back of cab 106"
- c. Wheelbase 165"
- d. Frame overhang 100" or approximate

#### **2. FRAME**

- a. 50,000 psi, single channel continuous depth
- b. 12.7 section modulus
- c. 635,000 RBM
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### **3. ENGINE**

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 260 HP @ rated RPM
- c. 660 ft/lb torque @ rated RPM
- d. Non-variable turbocharged with air-to-air aftercooler
- e. Cartridge series fuel filter/water separator
- f. Full-flow cartridge lube oil filter
- g. CARB compliant onboard diagnostics
- h. Must have California Clean Idle Certification
- i. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- j. Compression style engine brake
- k. Engine remote harness for body upfitter

#### **4. COOLING SYSTEM**

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

## 5. FUEL TANK

- a. One (1) 50 gallon short rectangular tank
- b. Locking fuel cap
- c. 6 gallon Diesel Exhaust Fluid
- d. Clear back of cab

## 6. TRANSMISSION

- a. Allison 3000 RDS
- b. PTO provisions to support hydraulic pump or air compressor systems
- c. Dash mounted shift selector
- d. Manufacturer approved synthetic transmission fluid
- e. Transmission connector firewall mounted
- f. Truck OEM mounted PTO when required

## 7. AXLES

- a. Drive axle
  - i. Eaton or Rockwell RS 21-160 21,000 lb. single speed
  - ii. Ratio to provide maximum geared road speed of 65 MPH as powertrain and tires are specified
  - iii. Unitized oil seals with synthetic oil
- b. Steering axle
  - i. 10,000 lb. drop beam
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends

## 8. STEERING

- a. Manufacturer's integral power steering with filter

## 9. SUSPENSION

- a. Drive axle
  - i. 20,000 lb. @ ground, leaf spring set with auxiliary load leveler spring
- b. Front axle
  - i. 10,000 lb. @ ground, tapered leaf spring set with double acting shock absorbers

## 10. BRAKES

- a. General
  - i. Full air systems shall include 20 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system
  - vi. Non-asbestos brake shoes
  - vii. OEM mounted electric brake controller with 7-way RV style plug with battery charge wire. No aftermarket conversion adapters
  - viii. Fiberbraid air lines to brake chambers
  - ix. No torpedo air tanks
- b. Rear axle

- i. Meritor Q-Plus 16.5" X 7" series. Full air "S" cam type.
  - ii. Type 30-30 spring brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 15"X5" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only

## **11. TIRES AND WHEELS**

- a. Six (6) each 11R22.5 14-ply all steel radial tires
- b. Six (6) each 8.25 x 22.5 10-hole hub-piloted steel
- c. 2 hand hole type disc wheels (painted white)

## **12. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Two (2) batteries totaling 2000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Vehicle lighting connector at rear of frame with blunt cuts for body upfitter
- h. Battery cut off switch in cab
- i. Six (6) optional OEM electrical switches for body upfitter
- j. Dash mounted OEM PTO switch
- k. Battery jump start post by starter

## **13. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Dual west coast bright finish heated mirrors with LH and RH remote controls
- c. LH and RH 8 inch bright finish convex mirrors mounted under primary mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

## **14. CAB INTERIOR AND TRIM**

- a. Air ride driver seat and two man bench seat, vinyl
- b. Tilt and telescoping steering wheel
- c. Factory-installed Bluetooth, AM/FM radio
- d. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- e. Retractable 3-point seat belts outboard, standard seat belt for middle position

- f. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature
  - iv. Engine oil pressure
  - v. Volt meter
  - vi. Fuel level
  - vii. Engine hour meter
  - viii. Air cleaner restriction indicator (may be on air cleaner)
  - ix. Transmission temperature
- g. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- h. Water in fuel alarm
- i. Low engine coolant alarm
- j. Vinyl or rubber floor mats, full-floor width
- k. Vinyl headliner with map reading light
- l. Factory installed air conditioning (CFC134 systems only)
- m. No dash mounted ash trays or lighter
- n. Two (2) 12-volt power supply in dash
- o. Power windows both sides
- p. Power locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm

**15. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

**16. WARRANTY**

- a. Manufacturer's 24-month or unlimited-mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five year, unlimited mile Allison transmission warranty
- c. Five years of 100,000 mile engine warranty equal to Detroit Diesel EW4
- d. Five year or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## **SCHEDULE II**

### **GENERAL DESCRIPTION**

#### **[NON CDL 4X4]**

New model of current production 26,000 lb. gross vehicle weight rated (GVWR) 4-wheel-drive conventional cab 2-axle chassis. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### **1. DIMENSIONS**

- a. Cab axle 92" or approximate
- b. Bumper to back of cab 106"
- c. Wheelbase 157"
- d. Frame overhang 70" approximate

#### **2. FRAME**

- a. 120,000 psi, single channel continuous depth
- b. 16.98 section modulus
- c. 2,037,600 RBM per rail
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### **3. ENGINE**

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 260 HP @ rated RPM
- c. 660 ft/lb torque @ rated RPM
- d. Non-variable turbocharged with air-to-air aftercooler
- e. Cartridge series fuel filter/water separator
- f. Full-flow cartridge lube oil filter
- g. CARB compliant onboard diagnostics
- h. Must have California Clean Idle Certification
- i. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- j. Compression style engine brake
- k. Engine remote harness for body upfitter

#### **4. COOLING SYSTEM**

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

#### **5. FUEL TANK**

- a. One (1) 50 gallon short rectangular tank
- b. Locking fuel cap

- c. 6 gallon Diesel Exhaust Fluid
- d. Clear back of cab

## 6. TRANSMISSION

- a. Allison 2500 RDS
- b. PTO provisions to support hydraulic pump or air compressor systems
- c. Steering column or dash mounted shift selector
- d. Manufacturer approved synthetic transmission fluid
- e. Meritor MTC 4210xl-evo 2-speed transfer case
- f. Truck OEM mounted PTO when required

## 7. AXLES

- a. Drive axle
  - i. 17,500 lb. single speed
  - ii. Ratio to provide maximum geared road speed of 65 MPH as powertrain and tires are specified
  - iii. Unitized oil seals with synthetic oil
  - iv. Locking differential
- b. Steering axle
  - i. MX-10-120-EVO 10,000 lb. axle
  - ii. Unitized oil seals
  - iii. Greasable drag link and tie rod ends

## 8. STEERING

- a. Manufacturer's integral power steering with filter

## 9. SUSPENSION

- a. Drive axle
  - i. 16,000 lb. @ ground, leaf spring set
- b. Front axle
  - i. 10,000 lb. @ ground, tapered leaf spring set with double acting shock absorbers

## 10. BRAKES

- a. General
  - i. Full air systems shall include 20 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system
  - vi. Non-asbestos brake shoes
  - vii. OEM mounted electric brake controller with 7-way RV style plug with battery charge wire. No aftermarket conversion adapters.
  - viii. Fiberbraid air lines to brake chambers
  - ix. No torpedo air tanks
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 7" series. Full air "S" cam type.
  - ii. Type 30-30 spring brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only

- c. Steering axle
  - i. Meritor Q-Plus 16.5"X5" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only

## **11. TIRES AND WHEELS**

- a. Six (6) each 11R22.5 14-ply all steel radial tires
- b. Six (6) each 8.25 x 22.5 10-hole hub-piloted steel
- c. 2 hand hole type disc wheels (painted white)

## **12. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Two (2) batteries totaling 2000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Vehicle lighting connector at rear of frame with blunt cuts for body upfitter
- h. Battery cut off switch in cab
- i. Six (6) optional OEM electrical switches for body upfitter
- j. Dash mounted OEM PTO switch
- k. Battery jump start post by starter

## **13. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Dual west coast bright finish heated mirrors with LH and RH remote controls
- c. LH and RH 8 inch bright finish convex mirrors mounted under primary mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

## **14. CAB INTERIOR AND TRIM**

- a. Air ride driver seat and two man bench seat, vinyl
- b. Tilt and telescoping steering wheel
- c. Factory-installed Bluetooth, AM/FM radio
- d. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- e. Retractable 3-point seat belts outboard, standard seat belt for middle position
- f. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature

- iv. Engine oil pressure
- v. Volt meter
- vi. Fuel level
- vii. Engine hour meter
- viii. Air cleaner restriction indicator (may be on air cleaner)
- ix. Transmission temperature
- g. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- h. Water in fuel alarm
- i. Low engine coolant alarm
- j. Vinyl or rubber floor mats, full-floor width
- k. Vinyl headliner with map reading light
- l. Factory installed air conditioning (CFC134 systems only)
- m. No dash mounted ash trays or lighter
- n. Two (2) 12-volt power supply in dash
- o. Power windows both sides
- p. Power locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm s.

#### **15. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

#### **16. WARRANTY**

- a. Manufacturer's 24-month or unlimited-mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five year, unlimited mile Allison transmission warranty
- c. Five years of 100,000 mile engine warranty equal to Detroit Diesel EW4
- d. Five year or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## SCHEDULE III

### GENERAL DESCRIPTION

#### [CDL 4x2 water truck, crew truck]

New model of current production 35,000 lb. gross vehicle weight rated (GVWR) conventional cab chassis. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications.

Unit(s) offered shall meet the following MINIMUM specifications.

#### 1. DIMENSIONS

- a. Cab axle 128"
- b. Bumper to back of cab 106"
- c. Wheelbase 194"
- d. Frame overhang 108"

#### 2. FRAME

- a. 120,000 psi single channel continuous depth
- b. 16.98 section modulus
- c. 2,037,600 RBM per rail
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### 3. ENGINE

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 280 HP @ rated RPM
- c. 800 ft/lb torque @ rated RPM
- d. Non-variable turbocharged with air-to-air aftercooler
- e. Cartridge series fuel filter/water separator
- f. Full-flow cartridge lube oil filter
- g. CARB compliant onboard diagnostics
- h. Must have California Clean Idle Certification
- i. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- j. Compression style engine brake
- k. Engine remote harness for body upfitter

#### 4. COOLING SYSTEM

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

#### 5. FUEL TANK

- a. One (1) 50 gallon short rectangular tank
- b. Locking fuel cap

- c. 6 gallon Diesel Exhaust Fluid
- d. Clear back of cab

## **6. TRANSMISSION**

- a. Allison 3000 RDS
- b. PTO provisions to support hydraulic pump or air compressor systems
- c. Dash mounted shift selector
- d. Manufacturer approved synthetic transmission fluid
- e. Transmission connector firewall mounted
- f. Truck OEM mounted PTO when required

## **7. AXLES**

- a. Drive axle
  - i. Rockwell RS-23-160 23,000 lb. single speed
  - ii. Ratio to provide maximum geared road speed of 65 MPH as powertrain and tires are specified
  - iii. Unitized oil seals with synthetic oil
- b. Steering axle
  - i. 12,000 lb. drop beam
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends

## **8. STEERING**

- a. Manufacturer's integral power steering with filter

## **9. SUSPENSION**

- a. Drive axle
  - i. 23,000 lb. @ ground, leaf spring set
- b. Front axle
  - i. 12,000 lb. @ ground, tapered leaf spring set with double acting shock absorbers

## **10. BRAKES**

- a. General
  - i. Full air systems shall include 20 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system and tractor protection system
  - vi. Non-asbestos brake shoes
  - vii. OEM mounted electric brake controller with 7-way RV style plug with battery charge wire. No aftermarket conversion adapters
  - viii. Fiberbraid air lines to brake chambers
  - ix. No torpedo air tanks
  - x. Air lines to rear of frame with glad hands
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 7" series. Full air "S" cam type.
  - ii. Type 30-30 spring brake chambers with stroke indicators
  - iii. Automatic slack adjusters

- iv. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 16.5"X5" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only

## **11. TIRES AND WHEELS**

- a. Six (6) each 11R22.5 14-ply all steel radial tires
- b. Six (6) each 8.25 x 22.5 10-hole hub-piloted steel
- c. 2 hand hole type disc wheels (painted white)

## **12. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Two (2) batteries totaling 2000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Vehicle lighting connector at rear of frame with blunt cuts for body upfitter
- h. Battery cut off switch in cab
- i. Six (6) optional OEM electrical switches for body upfitter
- j. Dash mounted OEM PTO switch
- k. Battery jump start post by starter

## **13. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Dual west coast bright finish heated mirrors with LH and RH remote controls
- c. LH and RH 8 inch bright finish convex mirrors mounted under primary mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

## **14. CAB INTERIOR AND TRIM**

- a. Air ride driver seat and two man bench seat, vinyl
- b. Tilt and telescoping steering wheel
- c. Factory-installed Bluetooth, AM/FM radio
- d. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- e. Retractable 3-point seat belts outboard, standard seat belt for middle position
- f. Instrumentation:
  - i. Speedometer
  - ii. Tachometer

- iii. Engine water temperature
- iv. Engine oil pressure
- v. Volt meter
- vi. Fuel level
- vii. Engine hour meter
- viii. Air cleaner restriction indicator (may be on air cleaner)
- ix. Transmission temperature
- g. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- h. Water in fuel alarm
- i. Low engine coolant alarm
- j. Vinyl or rubber floor mats, full-floor width
- k. Vinyl headliner with map reading light
- l. Factory installed air conditioning (CFC134 systems only)
- m. No dash mounted ash trays or lighter
- n. Two (2) 12-volt power supply in dash
- o. Power windows both sides
- p. Power locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm

#### **15. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

#### **16. WARRANTY**

- a. Manufacturer's 24-month or unlimited-mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five year, unlimited mile Allison transmission warranty
- c. Five years or 100,000 mile engine warranty equal to Detroit Diesel EW4
- d. Five year or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## SCHEDULE IV

### GENERAL DESCRIPTION

#### [Vac truck]

New model of current production 66,000 lb. gross vehicle weight rated (GVWR) set forward axle conventional cab 3-axle chassis. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### 1. DIMENSIONS

- a. Cab axle 217"
- b. Bumper to back of cab 114"
- c. Wheelbase 300"
- d. Frame overhang 71"

#### 2. FRAME

- a. 120,000 psi, single channel continuous depth
- b. 31 section modulus
- c. 3,715,200 RBM per rail
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### 3. ENGINE

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 410 HP @ rated RPM
- c. 1450 ft/lb torque @ rated RPM
- d. Non-variable turbocharged with air-to-air aftercooler
- e. Cartridge style fuel filter/water separator
- f. Full-flow cartridge lube oil filter
- g. CARB compliant onboard diagnostics
- h. Must have California Clean Idle Certification
- i. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- j. Jacobs engine compression brake
- k. Remote engine interface harness for body upfitter

#### 4. COOLING SYSTEM

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Two speed, air operated cooling fan

#### 5. FUEL TANK

- a. One (1) 100 gallon, 25" diameter tank
- b. Full length of tank non-skid steps and grab assist handles
- c. Locking fuel cap
- d. 13 gallon Diesel Exhaust Fluid
- e. Stainless steel fuel tank straps
- f. Fuel cooler mounted to specific location per body upfitter

## 6. TRANSMISSION

- a. Allison 4000 RDS
- b. Allison vocational package 172
- c. Provisions for dual PTO's
- d. Dash mounted keypad shift selector
- e. Manufacturer approved synthetic transmission fluid
- f. Transmission connector, firewall mounted for upfitter

## 7. AXLES

- a. Drive axle
  - i. Meritor 46,000 lb. single speed with lube pump
  - ii. Ratio to provide minimum geared road speed of 26 MPH at 5% grade
  - iii. Unitized oil seals with synthetic oil
  - iv. Light and warning buzzer for interlock axle
- b. Steering axle
  - i. 20,000 lb. drop beam
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends

## 8. STEERING

- a. Manufacturer's dual integral power steering
- b. 4 quart reservoir with filter

## 9. SUSPENSION

- a. Drive axle
  - i. 46,000 lb. Hendrickson RT463 walking beam only.
  - ii. Steel beam and bronze bushing
  - iii. 54" axle spread
- b. Front axle
  - i. 20,000 lb. @ ground, flat leaf spring set, bronze bushings with double acting shock absorbers

## 10. BRAKES

- a. General
  - i. Full air systems shall include 19 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system and tractor protection system
  - vi. Non-asbestos brake shoes
  - vii. Fiberbraid air lines to brake chambers
  - viii. Air tanks mounted perpendicular to frame, behind aftertreatment, right side of body per body upfitter
  - ix. No torpedo air tanks
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 7" series. Full air "S" cam type.
  - ii. Type 30-36 spring brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 16.5"X6" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators

- iii. Automatic slack adjusters
- iv. Outboard mounted brake drums only

#### **11. TIRES AND WHEELS**

- a. Two (2) each 425/65R22.5 20-ply all steel radial tires
- b. Eight (8) each 11R22.5 16-ply tires
- c. Two (2) 22.5 12.25 10 bolt hub piloted HD steel wheels
- d. Eight (8) 22.5 8.25 10 bolt hub piloted HD steel wheels

#### **12. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Three (3) batteries totaling 3000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted, 60" back of cab
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Vehicle lighting connector at rear of frame with blunt cuts for body upfitter
- h. Battery cut off switch in cab
- i. Four (4) OEM electrical switches for body upfitter
- j. Dash mounted OEM PTO switch
- k. Battery jump start post by starter

#### **13. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Dual west coast bright finish heated mirrors with LH and RH remote controls
- c. LH and RH 8 inch bright finish convex mirrors mounted under primary mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. 16.5" chrome straight steel bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

#### **14. CAB INTERIOR AND TRIM**

- a. Air ride driver and passenger seats, vinyl
- b. Tilt and telescoping steering wheel
- c. Factory-installed Bluetooth, AM/FM radio
- d. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- e. Retractable 3-point seat belts outboard
- f. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature
  - iv. Engine oil pressure
  - v. Volt meter
  - vi. Fuel level
  - vii. Engine hour meter
  - viii. Air cleaner restriction indicator (may be on air cleaner)
  - ix. Transmission temperature

- g. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- h. Water in fuel alarm
- i. Low engine coolant alarm
- j. Vinyl or rubber floor mats, full-floor width
- k. Vinyl headliner with map reading light
- l. Factory installed air conditioning (CFC134 systems only)
- m. No dash mounted ash trays or lighter
- n. Two (2) 12-volt power supply in dash
- o. Power windows both sides
- p. Power locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm

**15. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

**16. WARRANTY**

- a. Manufacturer's 12-month or unlimited-mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five year, unlimited mile Allison transmission warranty
- c. Five years or 200,000 mile engine warranty equivalent to Detroit Diesel EW1
- d. Five years or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## **SCHEDULE V**

### **GENERAL DESCRIPTION**

#### **[Water truck]**

New model of current production 64,000 lb. gross vehicle weight rated (GVWR) conventional cab 3-axle chassis. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### **1. DIMENSIONS**

- a. Cab axle 144"
- b. Bumper to back of cab 106"
- c. Wheelbase 210"
- d. Rear frame overhang 85"

#### **2. FRAME**

- a. 120,000 psi, single channel continuous depth
- b. 21.6 section modulus
- c. 2,592,000 RBM per rail
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### **3. ENGINE**

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 350 HP @ rated RPM
- c. 1050 ft/lb torque @ rated RPM
- d. Non-variable turbocharged with air-to-air aftercooler
- e. Cartridge style fuel filter/water separator
- f. Full-flow cartridge lube oil filter
- g. CARB compliant onboard diagnostics
- h. Must have California Clean Idle Certification
- i. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- j. Jacobs engine compression brake
- k. Remote engine interface harness for body upfitter

#### **4. COOLING SYSTEM**

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

#### **5. FUEL TANK**

- a. One (1) 50 gallon, short rectangular
- b. Locking fuel cap
- c. 6 gallon Diesel Exhaust Fluid

## 6. TRANSMISSION

- a. Allison 3000 RDS
- b. Allison vocational package 172
- c. Auxiliary oil filter and cooler
- d. Dash mounted shift selector
- e. Manufacturer approved synthetic transmission fluid
- f. Transmission connector, firewall mounted for upfitter
- g. Truck OEM mounted PTO when required

## 7. AXLES

- a. Drive axle
  - i. Rockwell RT-46-160P 46,000 lb. single speed with lube pump
  - ii. Ratio to provide minimum geared road speed of 22 MPH at 4.7% grade
  - iii. Unitized oil seals with synthetic oil
  - iv. Light and warning buzzer for interlock axle
- b. Steering axle
  - i. 18,000 lb. drop beam
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends

## 8. STEERING

- a. Manufacturer's integral power steering
- b. Reservoir with filter

## 9. SUSPENSION

- a. Drive axle
  - i. 46,000 lb. Tuftrac spring suspension.
  - ii. 55" axle spread
  - iii. Rear double acting shock absorbers
- b. Front axle
  - i. 18,000 lb. @ ground, tapered leaf spring set with double acting shock absorbers

## 10. BRAKES

- a. General
  - i. Full air systems shall include 20 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system and tractor protection system
  - vi. Non-asbestos brake shoes
  - vii. Fiberbraid air lines to brake chambers
  - viii. No torpedo air tanks
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 8.62" series. Full air "S" cam type.
  - ii. Type 30-36 spring brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 16.5"X6" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters

- iv. Outboard mounted brake drums only

## **11. TIRES AND WHEELS**

- a. Two (2) each 315/80R22.5 20-ply all steel radial tires
- b. Four (4) each 11R22.5 16-ply all steel radial tires
- c. Four (4) each 10 bolt hub pilot 22.5X8.25 HD steel wheels
- d. Two (2) each 10 bolt hub pilot 22.5X9.0 HD steel wheels

## **12. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Two (2) batteries totaling 2000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Vehicle lighting connector at rear of frame with blunt cuts for body upfitter
- h. Battery cut off switch in cab
- i. Six (6) OEM electrical switches for body upfitter
- j. Dash mounted OEM PTO switch
- k. Battery jump start post by starter

## **13. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Dual west coast bright finish heated mirrors with LH and RH remote controls
- c. LH and RH 8 inch bright finish convex mirrors mounted under primary mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

## **14. CAB INTERIOR AND TRIM**

- a. Air ride driver and passenger seats, vinyl
- b. Tilt and telescoping steering wheel
- c. Factory-installed Bluetooth, AM/FM radio
- d. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- e. Retractable 3-point seat belts outboard
- f. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature
  - iv. Engine oil pressure
  - v. Volt meter
  - vi. Fuel level
  - vii. Engine hour meter
  - viii. Air cleaner restriction indicator (may be on air cleaner)
  - ix. Transmission temperature
- g. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant

- temperature. Emergency override system.
- h. Water in fuel alarm
- i. Low engine coolant alarm
- j. Vinyl or rubber floor mats, full-floor width
- k. Vinyl headliner with map reading light
- l. Factory installed air conditioning (CFC134 systems only)
- m. No dash mounted ash trays or lighter
- n. Two (2) 12-volt power supply in dash
- o. Power windows both sides
- p. Power locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm

**15. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

**16. WARRANTY**

- a. Manufacturer's 24-month or unlimited-mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five year, unlimited mile Allison transmission warranty
- c. Five years or 100,000 mile engine warranty equivalent to Detroit Diesel EW4
- d. Five years or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## **SCHEDULE VI**

### **GENERAL DESCRIPTION**

#### **[Yard dump]**

New model of current production 54,600 lb. gross vehicle weight rated (GVWR), 80,000 lb. gross combined weight rated (GCWR) conventional cab 3-axle chassis with manual transmission for Yard Dump Application. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### **1. DIMENSIONS**

- a. Cab axle 125"
- b. Bumper to back of cab 123"
- c. Wheelbase 202"
- d. Rear frame overhang 75" or approximate

#### **2. FRAME**

- a. 120,000 psi, single channel continuous depth
- b. 21.6 section modulus
- c. 2,592,000 RBM per rail
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### **3. ENGINE**

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 13 Liter
- c. 410 HP @ rated RPM
- d. 1550 ft/lb torque @ rated RPM
- e. Non-variable turbocharged with air-to-air aftercooler
- f. Cartridge style fuel filter/water separator
- g. Full-flow cartridge lube oil filter
- h. CARB compliant onboard diagnostics
- i. Must have California Clean Idle Certification
- j. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- k. Jacobs engine compression brake

#### **4. COOLING SYSTEM**

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

#### **5. FUEL TANK**

- a. One (1) 70 gallon, 25" diameter tank
- b. Locking fuel cap

- c. 13 gallon Diesel Exhaust Fluid
- d. Non-skid steps, full length of tank
- e. Stainless steel tank straps
- f. Fuel cooler mounted left side rail

## **6. TRANSMISSION**

- a. Thirteen-speed Eaton/Fuller RTLO-16913A manual transmission
- b. Provisions for both SAE 6 and 8-hole PTO's
- c. Remote transmission oil cooler
- d. Manufacturer approved synthetic transmission fluid
- e. Truck OEM mounted PTO when required

## **7. CLUTCH**

- a. Self-adjusting, two-disc, non-asbestos pull type
- b. Torque limiting clutch brake
- c. Release bearing extension grease hose with cover

## **8. AXLES**

- a. Drive axle
  - i. Meritor MT-40-14X, 40,000 lb. single speed tandem axle
  - ii. Ratio to provide minimum geared road speed of 31 MPH at 3.5% grade
  - iii. Driver controlled inter-axle lock, front differential
  - iv. Light and warning buzzer for interlock axle and differential lock
  - v. Heavy duty 11MM axle housing
  - vi. Synthetic gear oil
  - vii. Unitized oil seals
  - viii. Welded or restrained axle seats
- b. Steering axle
  - i. 14,700 lb. drop beam axle
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends

## **9. STEERING**

- a. TRW TAS85 integral power steering gear
- b. 2 quart reservoir with serviceable filter

## **10. SUSPENSION**

- a. Drive axle
  - i. 40,000 lb. extra duty two (2) leaf air ride
  - ii. 51" axle spread
  - iii. Manual dump valve for air suspension with gauge.
- b. Front axle
  - i. 14,600 lb. @ ground, tapered leaf spring set with double acting shock absorbers

## **11. BRAKES**

- a. General
  - i. Full air systems shall include 19 CFM compressor
  - ii. Bendix air dryer

- iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
- iv. Visual and audible low air warning devices
- v. Wabco anti-lock system and tractor protection system
- vi. Non-asbestos brake shoes
- vii. OEM mounted electric brake controller with 7-way RV style plug with battery charge wire. No aftermarket conversion adapters
- viii. Fiberbraid air lines to brake chambers
- ix. Air tanks mounted below frame
- x. No torpedo air tanks
- xi. Air lines to rear of frame for trailer connection, with glad hands
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 7" series. Full air "S" cam type
  - ii. Type 30-30 long stroke spring brake chambers with stroke indicators
  - iii. Brake chambers mounted forward of rear axle
  - iv. Automatic slack adjusters
  - v. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 16.5"X5" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only

## **12. TIRES AND WHEELS**

- a. Two (2) each 12R22.5 16-ply all steel radial tires
- b. Eight (8) each 11R22.5 14-ply all steel radial tires
- c. Two (2) each 22.5X8.25 hub pilot 2 hand hole HD steel wheels
- d. Eight (8) each 22.5X8.25 hub pilot 2 hand hole HD steel wheels

## **13. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Three (3) batteries totaling 3000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted, aluminum cover
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Battery cut off switch in cab
- h. Four (4) OEM electrical switches for body upfitter
- i. Dash mounted OEM PTO switch
- j. Battery jump start post by starter
- k. Three (3) dash mounted 12 volt receptacles
- l. 7 way commercial trailer plug to end of frame

## **14. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Driver and passenger heated power mirrors
- c. Two (2) each convex mirrors integral to main mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper

- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

#### **15. CAB INTERIOR AND TRIM**

- a. Driver high back vinyl air ride seat with lumbar and tilt adjust
- b. Passenger seat, no air ride, vinyl
- c. Tilt and telescoping steering wheel
- d. Factory-installed Bluetooth, AM/FM radio
- e. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- f. Retractable 3-point seat belts outboard
- g. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature
  - iv. Engine oil pressure
  - v. Volt meter
  - vi. Fuel level
  - vii. Engine hour meter
  - viii. Air cleaner restriction indicator (may be on air cleaner)
  - ix. Transmission temperature
  - x. Intake manifold boost pressure
  - xi. Engine exhaust pyrometer
- h. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- i. Water in fuel alarm
- j. Low engine coolant alarm
- k. Vinyl or rubber floor mats, full-floor width
- l. Vinyl headliner with map reading light
- m. Factory installed air conditioning (CFC134 systems only)
- n. No dash mounted ash trays or lighter
- o. Power windows both sides
- p. Manual door locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm

#### **16. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

#### **17. WARRANTY**

- a. Manufacturer's 12-month or 100,000 mile, parts and labor, complete vehicle, except for tires

and wear items

- b. Five year, unlimited mile Eaton manual transmission warranty
- c. Five years or 100,000 mile engine warranty equivalent to Detroit Diesel EW1
- d. Five years or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## **SCHEDULE VII**

### **GENERAL DESCRIPTION**

#### **[Paving dump]**

New model of current production 54,600 lb. gross vehicle weight rated (GVWR), 80,000 lb. gross combined weight rated (GCWR) conventional cab 3-axle chassis with automatic transmission for 10-Yard Paving Dump Application. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### **1. DIMENSIONS**

- a. Cab axle 125"
- b. Bumper to back of cab 123"
- c. Wheelbase 202"
- d. Rear frame overhang 60" or approximate

#### **2. FRAME**

- a. 120,000 psi, single channel continuous depth
- b. 21.6 section modulus
- c. 2,592,000 RBM
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### **3. ENGINE**

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 13 Liter
- c. 410 HP @ rated RPM
- d. 1450 ft/lb torque @ rated RPM
- e. Non-variable turbocharged with air-to-air aftercooler
- f. Cartridge style fuel filter/water separator
- g. Full-flow cartridge lube oil filter
- h. CARB compliant onboard diagnostics
- i. Must have California Clean Idle Certification
- j. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- k. Jacobs engine compression brake

#### **4. COOLING SYSTEM**

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

#### **5. FUEL TANK**

- a. One (1) 70 gallon 25" diameter tank
- b. Locking fuel cap

- c. 13 gallon Diesel Exhaust Fluid
- d. Non-skid steps, full length of tank
- e. Stainless steel tank straps
- f. Fuel cooler mounted left side rail

## **6. TRANSMISSION**

- a. Allison 4500 RDS with two PTO options
- b. Remote transmission oil cooler
- c. Manufacturer approved synthetic transmission fluid
- d. Truck OEM mounted PTO when required

## **7. AXLES**

- a. Drive axle
  - i. Meritor MT-40-14X, 40,000 lb. single speed tandem axles
  - ii. 5.29:1 ratio, to provide maximum road speed of 9.2 MPH in first gear
  - iii. Driver controlled inter-axle lock, front differential
  - iv. Light and warning buzzer for interlock axle and differential lock
  - v. Heavy duty 11MM axle housing
  - vi. Synthetic gear oil
  - vii. Unitized oil seals
  - viii. Welded or restrained axle seats
- b. Steering axle
  - i. 14,700 lb. drop beam axle
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends

## **8. STEERING**

- a. TRW TAS85 integral power steering gear
- b. 2 quart reservoir with serviceable filter

## **9. SUSPENSION**

- a. Drive axle
  - i. 40,000 lb. extra duty two (2) leaf air ride
  - ii. 51" axle spread
  - iii. Manual dump valve for air suspension with gauge
- b. Steering axle
  - i. 14,600 lb. @ ground, tapered leaf spring set with double acting shock absorbers

## **10. BRAKES**

- a. General
  - i. Full air systems shall include 19 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, with pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system and tractor protection system
  - vi. Non-asbestos brake shoes
  - vii. OEM mounted electric brake controller with 7-way RV style plug with battery charge wire. No aftermarket conversion adapters.

- viii. Fiberbraid air lines to brake chambers.
- ix. Air tanks mounted below frame
- x. No torpedo air tanks
- xi. Air lines to rear of frame for trailer connection, with glad hands
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 7" series. Full air "S" cam type
  - ii. Type 30-30 long stroke spring brake chambers with stroke indicators
  - iii. Brake chambers mounted forward of rear axle
  - iv. Automatic slack adjusters
  - v. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 16.5"X5" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only

## **11. TIRES AND WHEELS**

- a. Two (2) each 12R22.5 16-ply all steel radial tires
- b. Eight (8) each 11R22.5 14-ply all steel radial tires
- c. Two (2) each 22.5X8.25 hub pilot 2 hand hole HD steel wheels
- d. Eight (8) each 22.5X8.25 hub pilot 2 hand hole HD steel wheels

## **12. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Three (3) batteries totaling 3000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted, aluminum cover
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Battery cut off switch in cab
- h. Four (4) OEM electrical switches for body upfitter
- i. Dash mounted OEM PTO switch
- j. Battery jump start post by starter
- k. Three (3) dash mounted 12 volt receptacles
- l. 7 way commercial trailer plug to end of frame

## **13. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Driver and passenger heated power mirrors
- c. Two (2) each convex mirrors integral to main mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount

- I. LED marker lights

#### **14. CAB INTERIOR AND TRIM**

- a. Driver high back vinyl air ride seat with lumbar and tilt adjust
- b. Passenger seat, no air ride, vinyl
- c. Tilt and telescoping steering wheel
- d. Factory-installed Bluetooth, AM/FM radio
- e. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- f. Retractable 3-point seat belts outboard
- g. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature
  - iv. Engine oil pressure
  - v. Volt meter
  - vi. Fuel level
  - vii. Engine hour meter
  - viii. Air cleaner restriction indicator (may be on air cleaner)
  - ix. Transmission temperature
  - x. Intake manifold boost pressure
  - xi. Engine exhaust pyrometer
- h. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- i. Water in fuel alarm
- j. Low engine coolant alarm
- k. Vinyl or rubber floor mats, full-floor width
- l. Vinyl headliner with map reading light
- m. Factory installed air conditioning (CFC134 systems only)
- n. No dash mounted ash trays or lighter
- o. Power windows both sides
- p. Manual door locks both sides
- q. Fire extinguisher and triangles, no flares
- r. 97 decibel back up alarm

#### **15. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

#### **16. WARRANTY**

- a. Manufacturer's 12-month or 100,000 mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five years or 100,000 mile engine warranty equivalent to Detroit Diesel EW1
- c. Five years, unlimited mile Allison transmission warranty
- d. Five Years or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of

the warranty

- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*

## **SCHEDULE VIII**

### **GENERAL DESCRIPTION**

#### **[Super 10]**

New model of current production 75,350 lb. gross vehicle weight rated (GVWR), 80,000 lb. gross combined weight rated (GCWR) conventional cab 4-axle chassis with manual transmission for Super 10 Dump Application. All components shall be new and unused consisting of materials that are of proper size and design for the GVWR specified. Unit(s) to include all standard equipment unless specifically excluded by these specifications. Unit(s) offered shall meet the following MINIMUM specifications.

#### **1. DIMENSIONS**

- a. Cab axle 167" or approximate
- b. Bumper to back of cab 123"
- c. Wheelbase 259"
- d. Frame overhand 57"

#### **2. FRAME**

- a. 120,000 psi, single channel continuous depth
- b. 26.8 section modulus
- c. 3,217,200 RBM per rail
- d. Top of frame rails clear of any obstructions
- e. All bolted construction, frame bolt heads facing outwards

#### **3. ENGINE**

- a. Four (4) cycle, six (6) cylinder in-line diesel with full electronic controls
- b. 13 Liter
- c. 470 HP @ rated RPM
- d. 1650 ft/lb torque @ rated RPM
- e. Non-variable turbocharged with air-to-air aftercooler
- f. Cartridge style fuel filter/water separator
- g. Full-flow cartridge lube oil filter
- h. CARB compliant onboard diagnostics
- i. Must have California Clean Idle Certification
- j. Engine aftertreatment device to be automatic over-the-road regeneration and have dash mounted regen request switch.
- k. Jacobs engine compression brake

#### **4. COOLING SYSTEM**

- a. Manufacturer's heavy duty cooling system
- b. Complete Gates Blue Stripe hose package
- c. Extended life coolant
- d. Air operated cooling fan

#### **5. FUEL TANK**

- a. One (1) 70 gallon 25" diameter tank
- b. Locking fuel cap

- c. 13 gallon Diesel Exhaust Fluid
- d. Non-skid steps, full length of tank
- e. Stainless steel tank straps
- f. Fuel cooler mounted left side rail

## **6. TRANSMISSION**

- a. Thirteen-speed Eaton/Fuller RTLO-16913A manual transmission
- b. Provisions for both SAE 6 and 8-hole PTO's
- c. Remote transmission oil cooler
- d. Manufacturer approved synthetic transmission fluid
- e. Truck OEM mounted PTO when required

## **7. CLUTCH**

- a. Self-adjusting, two-disc, non-asbestos pull type
- b. Torque limiting clutch brake
- c. Release bearing extension grease hose with cover

## **8. AXLES**

- a. Drive axle
  - i. Meritor RT-46-160, 46,000 lb. R-series tandem rear axle
  - ii. 4.30:1 ratio, to provide minimum geared road speed of 30 MPH at 4% grade
  - iii. Driver controlled inter-axle lock, full differential
  - iv. Light and warning buzzer for interlock axle and differential lock
  - v. Heavy duty 12.7MM axle housing
  - vi. Synthetic gear oil
  - vii. Unitized oil seals
  - viii. Welded or restrained axle seats
- b. Steering axle
  - i. 18,000 lb. drop beam axle
  - ii. Unitized oil seals
  - iii. STEMCO oil hubcaps (no grease hubs)
  - iv. Greasable drag link and tie rod ends
- c. Lift axle
  - i. Hendrickson SC13, 13,200 lb.
  - ii. Air lift
  - iii. Steerable

## **9. STEERING**

- a. TRW TAS85 integral power steering gear
- b. 4 quart reservoir with serviceable filter
- c. Power steering cooler

## **10. SUSPENSION**

- a. Drive axle
  - i. 46,000 lb. air ride suspension
  - ii. 51" axle spread
  - iii. Manual dump valve for air suspension with gauge
  - iv. Indicator light and buzzer for each rear suspension control switch
- b. Steering axle
  - i. 18,000 lb. @ ground, tapered leaf spring set with double acting shock absorbers

- c. Lift axle
  - i. Hendrickson SC10 13,200 lb. air lift steerable pusher suspension
  - ii. Dash valve and gauge for single lift axle

## **11. BRAKES**

- a. General
  - i. Full air systems shall include 19 CFM compressor
  - ii. Bendix air dryer
  - iii. Bendix DV-2 automatic moisture ejectors on all tanks, pull cables
  - iv. Visual and audible low air warning devices
  - v. Wabco anti-lock system and tractor protection system
  - vi. Non-asbestos brake shoes.
  - vii. OEM mounted electric brake controller with 7-way RV style plug with battery charge wire. No aftermarket conversion adapters.
  - viii. Fiberbraid air lines to brake chambers.
  - ix. Air tanks mounted below frame
  - x. No torpedo tanks
  - xi. Air lines to rear of frame for trailer connection, with glad hands
- b. Rear axle
  - i. Meritor Q-Plus 16.5" X 8.62" series. Full air "S" cam type
  - ii. Type 30-36 long stroke spring brake chambers with stroke indicators
  - iii. Brake chambers mounted forward of rear axle
  - iv. Automatic slack adjusters
  - v. Outboard mounted brake drums only
- c. Steering axle
  - i. Meritor Q-Plus 16.5"X6" series. Full air "S" cam type.
  - ii. Brake chambers with stroke indicators
  - iii. Automatic slack adjusters
  - iv. Outboard mounted brake drums only
- d. Pusher axle
  - i. Hendrickson 15"X4". Full air "S" cam type

## **12. TIRES AND WHEELS**

- a. Two (2) each 385/65R22.5 18-ply all steel radial tires
- b. Eight (8) each 11R22.5 16-ply all steel radial tires
- c. Two (2) each 22.5X12.25 hub pilot 5 hand hole HD steel wheels
- d. Ten (10) each 22.5X8.25 hub pilot 2 hand hole HD steel wheels
- e. Two (2) each 275/80R22.5 lift axle tires, 14-ply all steel radial

## **13. ELECTRICAL SYSTEM**

- a. 12-volt negative ground
- b. 160-amp or greater alternator with remote battery volt sense
- c. Three (3) batteries totaling 3000 CCA, maintenance-free group 31 type
- d. Batteries to be mounted in enclosed box, frame mounted, aluminum cover
- e. All electrical components to be protected by circuit breakers, fuses and solid state protection
- f. 12-volt electric cranking motor
- g. Battery cut off switch in cab
- h. Four (4) OEM electrical switches for body upfitter
- i. Dash mounted OEM PTO switch

- j. Battery jump start post by starter
- k. Three (3) dash mounted 12 volt receptacles
- l. 7 way commercial trailer plug to end of frame

#### **14. CAB AND EXTERIOR TRIM**

- a. Unitized tilt hood and non-removable bug screen
- b. Driver and passenger heated power mirrors
- c. Two (2) each convex mirrors integral to main mirrors
- d. Two (2) speed electric windshield wipers with delay function
- e. Two (2) each grab-assist handles outside cab
- f. Two (2) each tow hooks, frame-mounted front of bumper
- g. Air and electric horns under cab mounted
- h. Full-width 3 piece bright bumper
- i. Horizontal muffler with vertical exhaust system, with bright stainless steel heat shield and grab handle, chrome vertical pipe.
- j. Door locks and ignition keyed alike. Total of four (4) complete sets
- k. Air cab mount
- l. LED marker lights

#### **15. CAB INTERIOR AND TRIM**

- a. Driver high back vinyl air ride seat with lumbar and tilt adjust
- b. Passenger seat, no air ride, vinyl
- c. Tilt and telescoping steering wheel
- d. Factory-installed Bluetooth, AM/FM radio
- e. Two (2) each sun visors, door-mounted grab-assist handles, arm rests
- f. Retractable 3-point seat belts outboard
- g. Instrumentation:
  - i. Speedometer
  - ii. Tachometer
  - iii. Engine water temperature
  - iv. Engine oil pressure
  - v. Volt meter
  - vi. Fuel level
  - vii. Engine hour meter
  - viii. Air cleaner restriction indicator (may be on air cleaner)
  - ix. Transmission temperature
  - x. Intake manifold boost pressure
  - xi. Engine exhaust pyrometer
- h. Electronic engine shutdown system to protect engine for low engine oil pressure and high coolant temperature. Emergency override system.
- i. Water in fuel alarm
- j. Low engine coolant alarm
- k. Vinyl or rubber floor mats, full-floor width
- l. Vinyl headliner with map reading light
- m. Factory installed air conditioning (CFC134 systems only)
- n. No dash mounted ash trays or lighter
- o. Power windows both sides
- p. Manual door locks both sides
- q. Fire extinguisher and triangles, no flares

- r. 97 decibel back up alarm

## **16. PAINT**

- a. White or approved equal, body and cab to match
- b. Bumper and grill – bright
- c. Steel wheels, white color
- d. Frame, battery box, tool box, black color
- e. Tan or grey interior moldings, seats, etc.

## **17. WARRANTY**

- a. Manufacturer's 12-month or 100,000 mile, parts and labor, complete vehicle, except for tires and wear items
- b. Five years or 100,000 mile engine warranty equivalent to Detroit Diesel EW1
- c. Five years, unlimited mile Eaton manual transmission warranty
- d. Five years or 100,000 mile front and rear axle warranty
- e. District's established preventive maintenance practices shall be acceptable to the manufacturer/dealer in lieu of manufacturer's prescribed procedures which may form part of the warranty
- f. Incomplete vehicle certifications, dealer report of sale, and certified weighmaster's certificate will be required for each unit at time of delivery.
- g. Unit(s) will have manufacturer/dealer pre-delivery inspection performed, with signed and dated copy of the inspection report delivered with each unit.

\*\*\*\*\*