

COMPARISON OF PURCHASE ORDERS  
COUNTY OF SACRAMENTO VS. CITY OF WATSONVILLE  
LABRIE AUTOMATED SIDE LOADER UNIT

COUNTY OF SACRAMENTO PRICE (10/2020).....\$ 429,976.38

LESS THE FOLLOWING ITEMS:

FOR PETERBILT INSTEAD OF AUTOCAR .....(\$ 15,000.00)

LESS COUNTY OPTIONS.....(\$ 25,000.00)

NEW ADJUSTED COUNTY PRICE ..... \$ 389,976.38

CITY OF WASTONVILLE PURCHASE PRICE..... \$ 376,054.89



County of Sacramento  
Purchase order

Contract and Purchasing  
Services Division  
9660 Ecology Ln.  
Sacramento, CA 95827  
(916) 876-6360

Your Vendor number with us  
624661

WESTERN TRUCK CENTER  
WESTERN TRUCK PARTS & EQUIPMENT DBA  
825 STILLWATER  
WEST SACRAMENTO CA 95605

Vendors Contact Person: Ron Thoensen  
Vendors Phone Number: 916-225-1435

**Purchase order PA81355625 /  
10/21/2020**

This number must appear on all packing slips, packages,  
correspondence, and invoices.

PO number/date

PA81355625 / 10/21/2020

Issuing Buyer/Telephone

Shaw, Richard/916-876-6373

Signature: Richard Shaw

I hereby authorize the order of the below articles or services and  
certify that they are necessary for use in this department.

F.O.B. Dest., Freight Prepaid

**Payment Terms:** Due in 30 Days

PURCHASE ORDER WITH WESTERN TRUCK PARTS AND EQUIPMENT FOR PURCHASE OF ONE (1)  
TWO-AXLE DIESEL AUTOMATED SIDE LOADER. PO BASED ON CONTRACT No. WA00037843. QUOTE  
ATTACHED TO PO.

DELIVERY DATE IS BASED ON DEALER ESTIMATE. DEALER AND COUNTY CONTACT TO COORDINATE  
SPECIFIC DELIVERY DATE. SEND INVOICES TO COUNTY CONTACT BELOW.

COUNTY CONTACT: ALAN MACISAAC (916) 875-9448 DESK, (916) 718-3507 CELL.  
MACISAACA@SACCOUNTY.NET SACRAMENTO COUNTY, DEPARTMENT OF WASTE MANAGEMENT &  
RECYCLING. 10863 GOLD CENTER DR., RANCHO CORDOVA, CA 95670

VENDOR CONTACT: RON THOENSEN  
916-225-1435  
rthoensen@WesternTruckCenter.com

\* ordered on 12/1/20 # 20020803

Item Mat Num	Order qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
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**Please deliver to:**

DWMR - South Collections  
9611 Conservation Road  
Sacramento CA 95827

**Attn: MARTIN57055**

00010	1	Each			
		AUTOMATED SIDE LOADER			
		Delivery date: 04/04/2022			
		Gross Price	399,050.00	/1 EA	399,050.00
		Tax			30,926.38
		Net incl. tax	429,976.38	/1 EA	429,976.38
00020	1	Each			
		TIRE TAX			
		Delivery date: 04/04/2022			
		Gross Price	14.00	/1 EA	14.00

Total item value excluding tax	399,064.00
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# PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote 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) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's bidding.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:  
 (a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and  
 (b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.  
**NOTE:** Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.