County of Sacramento
Open Item Contract

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

Open Item Contract WA00048468 / 07/22/2026

This number must appear on all correspondence to the Purchasing Division.
Contract number/date
WA00048468 / 07/22/2026
Issuing Officer/Telephone
Bigney, Robert/916-876-6375

Signature:

Your Vendor number with us
642249

ARC WORKS INC
ARC WORKS INC
PO Box 861
Diamond Springs CA 95619-0861

Vendors Contact Person: Andy Carter
Vendors Phone Number: +19168323253

Contract Period
Valid from: 07/22/2026
Valid to: 07/21/2027

F.O.B. Dest., Freight PPA
Payment Terms: Within 10 days 2% net 30
Contractual maximum value: 75,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

FUEL STATION AND DISPENSER PARTS

RFB NUMBER: 2026-RFB-0034
COMMODITY CODE: 4930
MATERIAL DESCRIPTION: Fuel Station and Dispenser Parts

CONTRACTOR CONTACT INFORMATION:
ARC Works Inc.
Andy Carter
PHONE: 916-832-3253

E-MAIL: andy@arc-works.com
WEBSITE: https://arc-works.com

END-USER DEPARTMENT CONTACTS:
Bruce Isaeff, Heavy Fleet Manager
Department of General Services
Fleet Services Division
PHONE: 916-874-1147
E-MAIL: isaeffb@saccounty.gov
REFERENCE NUMBER: RC33701706

ISSUING CONTRACT SERVICES OFFICER:
Robert Bigney, Sr. Contract Services Officer
PHONE: 916-876-6375
E-MAIL: bigneyr@saccounty.gov

This Master Agreement is issued by the Lead Procurement Agency (LPA), County of Sacramento on behalf of Sacramento County Procurement Alliance (SCoPA). SCoPA is a procurement alliance formed by Sacramento County, Sacramento, CA for the benefit and participation of surrounding entities as outlined in Exhibit A. The group may include, but is not limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. The Master Agreement will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as LPA, County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

This Master Agreement ("Contract") is made and entered into this 22nd day of July, 2026 ("Effective Date") by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and ARC Works Inc., hereinafter referred to as "CONTRACTOR".

Request for Bid No. 2026-RFB-0034 is incorporated herein by reference.

1. GOODS TO BE PROVIDED
CONTRACTOR shall furnish and deliver replacement parts ("Goods") for fueling stations and dispensers to the COUNTY on an as-needed basis as described in bid line items 1, 3 through 10, 12 through 14, 16 and 17.

These Goods are requested by COUNTY per the CONTRACTOR's response to Request for Bid No. 2026-RFB-0034, dated May 15, 2026.

This Contract excludes labor, installation, repairs, maintenance, parts vending machines, supplier-managed inventory solutions, or other services.

2. CONTRACT TERM
This Contract shall be effective and commence as of the "Valid From" date (the Effective Date) through the "Valid To" date listed on page one. For reasons of economy and efficiency, the COUNTY reserves the right to extend the term of this Contract for four (4) one-year terms, following the initial 12-month term upon mutual agreement between COUNTY and CONTRACTOR. Per section 2.56.220 of the Sacramento County Code, this Contract may not exceed a period of five (5) years and six (6) months, unless authorized by the Board of Supervisors.

3. PRICING
See markup percentages in the attached Price Table.

3.1 Price (Markup Percentage) Changes
Any request for a price (markup percentage) adjustment must be substantiated with documentation from a manufacturer or government agency and must be submitted in writing at least 30 days prior to the anniversary date of the Contract. No retroactive price changes will be considered. If CONTRACTOR has initiated price escalation prior to approval, the County is due all overpayments remitted to CONTRACTOR. COUNTY retains right to determine whether price change requests are acceptable.

4. CONTRACT USE
This Restricted Contract is available for use by the Department of General Services and Participating Agencies.

4.1 MULTIPLE AWARD
This Contract awards bid line items 1, 3 through 10, 12 through 14, 16 and 17 to ARC Works Inc. (CONTRACTOR). Bid line items 2 and 11 are awarded to CMD Corporation (Contract WA00048474).

5. DELIVERY TERMS
CONTRACTOR shall deliver the Goods in accordance to the Delivery/FOB terms listed on the first page of this Contract, after execution of this Contract by all parties. Delivery is to be within 30 days of Goods request or as agreed to otherwise between the CONTRACTOR and COUNTY requestor. The Goods shall be delivered by CONTRACTOR free of any liens or encumbrances.

5.1 Inspection and Acceptance
The Goods shall be received by COUNTY subject to COUNTY's reasonable inspection, testing, approval, and acceptance of the Goods. If the Goods are rejected by the COUNTY as nonconforming, COUNTY may return the Goods to CONTRACTOR at CONTRACTOR's risk and expense, and the Goods shall not be replaced or repaired by CONTRACTOR without written authorization from COUNTY.

5.2 Title/Risk of Loss
Title, ownership, and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on page 1 of the Contract. The Goods are delivered to, inspected and accepted by COUNTY, except when such loss or damage is due to the fault or negligence of COUNTY.

5.3 Surcharges
No fuel, or energy or charges of any other kind will be allowed during the Contract period or subsequent terms, unless specifically stated in the in the section titled "Pricing."

5.4 Recall Notice
CONTRACTOR must immediately notify each ordering Department/Division/Office upon receipt of official recall notice.

6. INVOICES AND PAYMENTS
The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in the Section 1 - Goods To Be Provided and elsewhere hereunder for which payment is claimed. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Section 3 - Pricing, and the CONTRACTOR shall be paid only for the deliverables approved in writing by the County. If the County does not approve work or Goods in writing, no payment shall be due to the CONTRACTOR for that work.

6.1 Acceptable Invoices
Invoices submitted to the County must be acceptable in order to be paid. Invoices with any incorrect pricing and/or terms, that are too light to read, illegible, missing CSO number, or with cut off information will be returned to the CONTRACTOR for resubmission. Time clock for payment will begin

upon COUNTY's receipt of an acceptable invoice. MAIL INVOICE OR SEND VIA EMAIL TO REQUESTING DEPARTMENT (the End-User Department Contacts).

6.2 Invoices
The CONTRACTOR's invoices shall be priced in accordance with Section 3 - Pricing and the payment terms listed on page 1 of this Contract.

6.3 Time of Payment
CONTRACTOR shall invoice the COUNTY in a timely manner, in accordance with the payment terms listed on page 1 for the Goods as defined herein. The COUNTY shall pay CONTRACTOR for all accepted Goods invoiced in accordance with the payment terms listed in Section 3 - Pricing of the Contract, or unless otherwise agreed to.

6.4 Late Fees
Interest or late charges shall not exceed provisions set forth in Government Code section 926.10.

7. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS
CONTRACTOR must repair, or pay for the repair of, any damage it causes to COUNTY real or personal property.

7.1 Repairs
The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.1.1 Timeliness
If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as reasonably determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8. GENERAL TERMS AND CONDITIONS
The County of Sacramento General Terms and Conditions are attached hereto. CONTRACTOR agrees to be bound by our General Terms and Conditions, which is located at the end of this Contract. In the event of any conflict, inconsistency or ambiguity between this Contract and the General Terms and Conditions, this Contract shall govern.

9. MINIMUM USAGE
Quantities ordered shall be those quantities "as required" by the COUNTY end user (i.e. the COUNTY Department using the goods). The COUNTY does not guarantee a minimum quantity to be purchased during the Contract period, nor is the COUNTY limited to purchase all requirements from CONTRACTOR.

10. WARRANTIES
CONTRACTOR warrants that the Goods, including any component or replacement parts, furnished, manufactured or provided by CONTRACTOR will be free from defects in material and workmanship for a period of ninety (90) days or manufacturer's warranty (whichever is greater) from date of acceptance of the Goods by COUNTY. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of COUNTY. COUNTY reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

Any proposal to disclaim these warranties or amend the existing Contract Terms or Minimum Insurance requirements must be approved by COUNTY Risk Management, and COUNTY Counsel.

11. REMEDIES

In the event of a material breach of this Contract by CONTRACTOR, COUNTY may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit COUNTY's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

11.1 Each of the parties to this Contract shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Contract and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Contract and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Contract.

12. GOVERNING LAW

The parties acknowledge that this Contract has been negotiated and entered into in the State of California, County of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be in the County of Sacramento.

13. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Department of Industrial Relations, Division of Industrial Safety Orders; Occupational Safety and Health Administration (OSHA); and California Department Food and Agriculture (CDFA), if applicable.

14. INSURANCE

Not used.

15. TERMINATION

15.1 COUNTY may terminate this Contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (15.1).

15.2 COUNTY may terminate this Contract for cause after giving written notice to CONTRACTOR of material breach of this Contract and thirty (30) days to cure in the manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (15.1) above.

15.3 COUNTY may terminate or amend this Contract immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Contract or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Contract are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Contract or any portion thereof; or 4) if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

15.4 If this Contract is terminated under paragraph 15.1 or 15.3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of

termination under paragraph 15.1 or 15.3 above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Contract as the services actually performed bear to the total services of CONTRACTOR covered by this Contract, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Contract total based on the portion of the Contract term that has elapsed on the effective date of the termination.

15.5 CONTRACTOR shall not incur any expenses under this Contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

16. INDEMNIFICATION.
To the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, resulting from, or related to, this Contract, and/or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, except where such loss or damage was caused by the sole negligence, or willful misconduct of the COUNTY. The provisions of this section shall survive the completion, termination or suspension of this Contract.

17. NOTICE OF MATERIAL CHANGE IN BUSINESS.
CONTRACTOR agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, CONTRACTOR will immediately notify COUNTY.

18. PRIOR AGREEMENTS.
This Contract constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Contract. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Contract are hereby terminated effective immediately upon full execution of this Contract.

19. MODIFICATION.
This Contract can only be modified by a written amendment signed or acknowledged in writing by the parties.

19.1 Waivers.
Except as provided herein, no alteration, modification, amendment, variation, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Contract shall be binding upon COUNTY unless agreed in writing by the Purchasing Agent or designee and counsel for COUNTY.

19.2 Assignment
CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Contract or assigning this Contract. CONTRACTOR remains legally responsible for the performance of all Contract terms including work performed by third parties under subcontract or assignment whether approved by the COUNTY, or not. Any subcontracting will be subject to all applicable provisions of this Contract.

20. SEVERABILITY.
If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

21. SUCCESSORS.
This Contract shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

22. NO THIRD-PARTY BENEFICIARY RIGHTS.
This Contract is entered into for the sole benefit of COUNTY and CONTRACTOR. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

23. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.
The relationship between COUNTY and CONTRACTOR is that solely of a CONTRACTOR and a buyer and no joint venture, partnership or other relationship is created or implied by this Contract.

24. AUTHORITY TO EXECUTE.
COUNTY AND CONTRACTOR represent and warrant that each is duly authorized and has legal authority to execute this Contract and perform the obligations, herein.

25. SURVIVAL OF TERMS.
All services performed and deliverables provided pursuant to this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

26. REPORTS

26.1 CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the Purchasing Agent or designee concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

26.2 CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to issuing officer listed on page 1 of this Contract.

26.3 CONTRACTOR's failure to comply with relevant SB 1383 regulations, effective January 1, 2022, to include reporting requirements in the provision of Recycled-Content Paper Products and/or Printing and Writing Paper and/or Recovered Organic Waste Material is a material breach of this Contract. CONTRACTOR shall be required to submit SB 1383 compliance reports to the County as directed. Reports must be submitted to: sb1383reports@saccounty.gov. Information on SB1383 can be found here: California's Short-Lived Climate Pollutant Reduction Strategy

27. ECONOMIC SANCTIONS
Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the Contract is $5 million or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the Effective Date of the Contract or 60 days upon request regarding compliance with

economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

28. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Contract shall comply with the County of Sacramento's Web Accessibility Policy. Failing to comply with the WCAG ("Web Content Accessibility Guidelines") Version 2.1, Level AA policy (https://www.w3.org/TR/WCAG21/) or take significant steps toward doing so in a reasonable amount of time by April 24, 2026, shall result in consequences up to and including refund of purchase price and/or termination of the Contract.

29. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in several counterparts and shall be deemed one and the same Contract. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

30. COOPERATIVE AGREEMENTS / PUBLIC AGENCY PARTICIPATION

It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political subdivision or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	75,000	Dollar ARC Works - Fuel Station Parts	1.00 / 1 $		75,000.00

PURCHASE ORDER/CONTRACT
GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement 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. **INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from the date the supplies correct invoices are received by the County, whichever is later. 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. **HOLD HARMLESS:** The vendor/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.
5. **DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/ 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 vendor/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.
6. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
7. **ASSIGNMENT:** This Contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.
8. **SUCCESSORS:** This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.
9. **F.E.T. EXEMPTION:** County is exempt from Federal excise tax. pursuant to Internal Revenue Code 26 U.S.C. Sec.4221(a)(4).
10. **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.
11. **TITLE/RISK OF LOSS:** Title, ownership and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of the County.
12. **ALL MODIFICATIONS IN WRITING:** It is mutually understood and agreed that no alteration, modification or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made it in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.
13. **FORCE MAJEURE:** The Parties will not be held liable for delays or failure in fulfillment of the conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such event include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disaster.
14. **VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.
15. **INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/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 construed to limit any rights or remedies otherwise available to County under this agreement.
16. **COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's Department of Child Support Services Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.
17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/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. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and 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.
18. **FOREIGN CURRENCY:** In the event vendor/contractor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice date, regardless of date paid, or received by vendor/contractor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site:
https://www1.oanda.com/lang/en/currency/converter/.

County of Sacramento
DGS: CAPSD - Procurement
Brandalyn Tramel, Purchasing Agent
9660 Ecology Lane, Sacramento, CA 95827

[ARC WORKS INC.] RESPONSE DOCUMENT REPORT

RFB No. 2026-RFB-0034

Fuel Station, Dispenser and Charging Station Parts

RESPONSE DEADLINE: May 15, 2026 at 3:00 pm

Report Generated: Friday, May 15, 2026

ARC Works Inc. Response

CONTACT INFORMATION

Company:
ARC Works Inc.

Email:
andy@arc-works.com

Contact:
Andy Carter

Address:
P.O. Box 861
Diamond Springs, CA 95619

Phone:
(916) 832-3253

Website:
https://arc-works.com

Submission Date:
Apr 21, 2026 3:05 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1
Unconfirmed

Addendum #2
Unconfirmed

QUESTIONNAIRE

1. Bid Requirements*

Did you read through and confirm that you met all of the bid requirements?

Yes

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

2. Cooperative Participation Alliance Terms*

The Master Agreement(s) awarded under this Solicitation by County of Sacramento, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. PA's may include, but aren't limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. These entities will operate under the same terms and pricing as Lead Procurement Agency (LPA), County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

The awarded vendor(s) are required to provide all services to Sacramento County. Ability to service PA's outside Sacramento County will not affect your ability to win this business.

Please download, complete, and upload the Cooperative Procurement Alliance Terms and conditions document.

- SCOPA_Cooperative_Procureme...

SCOPA_Cooperative_Procurement_Alliance_Terms.pdf
Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

3. Please confirm that your company will accept the County's contract terms and conditions.
Confirmed

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

4. Minimum Insurance Requirements*
The successful bidder(s) will be required to provide a certificate of insurance ONLY if the bidder intends to deliver parts using its company vehicles. Confirm that you have read and will comply with the County's Minimum Insurance Requirements. A contract, if awarded, will be awarded to the successful bidder after the bidder has provided a certificate of insurance with endorsements meeting the County's minimum insurance requirements described in this bid. DO NOT submit a certificate of insurance with your bid response

Confirmed

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

5. Bid Documents
Please upload any supporting documents here.

COI.pdf
Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

6. Include your payment terms here*
(e.g. N30; 2% 10, N30, etc.)

Net-30 or 2% Net-10

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

7. Confidential Company Information (if applicable)

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information in this section as part of your response package. Click "File Upload" below to upload your confidential documents.

No response submitted

8. Solicitation Exceptions*

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statement(s) to which you are taking an exception, for reference during bid analysis. Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.

Please include the following with every exception (if your company has no exceptions, type "N/A" in this field):

A. Page #

B. Section#/Title

C. Exception Description

N/A

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

9. Inventory*

Describe the dollar value and breadth of parts inventory at your business location for automotive and truck refueling stations, dispensers and chargers.

ARC Works maintains access to a broad network of suppliers, enabling us to source and deliver fueling station parts and related materials quickly and efficiently. Our model ensures reliable procurement and timely delivery to support ongoing operations and minimize downtime.

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

10. Placement of Orders*

Will orders for parts be placed by phone, e-mail, or via your website/portal?

Via Email.

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

11. Lead Time*

Describe typical delivery/shipping lead times for delivery of in-stock parts, drop-shipped parts, and special order parts. Will any deliveries be made using your company vehicles?

Delivery/shipping lead times are typically 1-2 weeks, ARO for in stock parts, 2-3 weeks, ARO for drop-shipped parts, and 3-4 weeks, ARO for special order items.

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

12. Parts Return Policy*

Please describe your parts return policy. You may also attach documents to this RFB describing your return policy.

Goods may be returned with prior written approval of Seller.

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

13. Parts Warranty *

Describe your firm's parts warranty. You may also attach documents describing your warranty or provide a link to your website where the warranty is described.

All parts are covered by the original manufacturer’s warranty. In addition, ARC Works will support warranty processing and work directly with manufacturers to expedite repair or replacement. We stand behind the quality of our supplied products and are committed to resolving any issues in a timely manner.

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

14. Contractor Certification of Compliance, part 1*

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

(c) each Principal Owner (25% or more), does not have any existing child support orders; or

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

15. Contractor Certification of Compliance, part 2*

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 a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsup.ca.gov.

Confirmed

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

16. Non-Collusion Affidavit*

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

A. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).

B. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.

C. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.

D. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

E. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

F. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento

of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

Confirmed

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

17. Procurement Opportunities Program - Local and Micro Business Preference

PURPOSE

The purpose of the Procurement Opportunities Program is to promote and enhance the utilization of local and small business enterprises in the County's procurement and contracting processes. Small businesses contribute to the overall economic health of the community. Therefore, government has a compelling interest to provide economic opportunity to small businesses. The economic health of the community is dependent upon an active and thriving business community, including both large and small businesses. For this reason, the program is designed to provide procedural assistance and contracting information to any firm wishing to do business with the County. This program is not, however, intended to become a separate activity within the County's procurement and contracting process. It is intended to be an integral part of the County's standard procurement and contracting process.

INCENTIVES

Service and supply acquisition: For material, supply, construction and/or non-professional service contracts of less than $1,000,000 processed through the Department of General Services, Contract and Purchasing Services Division, or through the Delegated Purchase Order (DPO) Program. The County of Sacramento will award a two-percent (2%) price or point micro-business preference to State Certified Micro-Business enterprises located within the Sacramento Regional Market Area (Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba Counties), and/or a five-percent (5%) price or point local business preference.

The Delegated Purchase Order program (a delegated purchasing program utilized by department "DPO Buyers") includes a provision requiring the departments to obtain multiple quotes based on the dollar amount of the purchase. This program will eliminate the quoting requirement if the DPO Buyer issues a DPO to a certified micro-business in the Sacramento Regional Market Area. When obtaining multiple quotes, the DPO Buyer shall apply all applicable preferences stipulated in this program.

LOCAL BUSINESS PREFERENCE QUALIFICATIONS

Pursuant to Sections 2.56.420 and 2.56.440 of the Sacramento County Code, where applicable, a local price or point preference credit of 5% shall be granted to Local Business Enterprises on supply and non-professional service contracts of less than one million dollars ($1,000,000) to business enterprises located within Sacramento County when evaluating bids for material, supply, construction, and/or non-professional services acquisitions processed through the Department of General Services, Contract and Purchasing Services Division or through the Delegated Purchase Order Program. In order to qualify for local preference, a vendor must meet all of the following criteria (as defined in SCC 2.56.420):

A. The business maintains its Principal Place of Business within the geographic boundaries of the County of Sacramento.

    1. Suppliers and professional truck drivers are not required to maintain their principal place of business within the County, but must maintain a Fixed Office within the County. Suppliers must also maintain a continuously stocked inventory within the County consistent with the type of goods for which the business is seeking a local preference. Professional truck drivers must also park their registered vehicles and trailers within the County when not under contract for use. The business may be required to submit to the County a copy of its rental or lease agreement evidencing its Fixed Office location.

B. The business must provide 50 percent or more of the contracted product from its own local inventory.

C. The business must possess a current County of Sacramento business license or a business license from a city within the County. If the business's Fixed Office is located in a city that does not issue business licenses, the business must be current with the city's business operations taxes or other business regulations.

D. The business has been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought. The business may be required to submit to the County evidence of its business activities within the Sacramento area during the preceding six months.

E. The business must have paid sales tax to either a city located within the County or to the County of Sacramento. The business may be required to submit to the County copies of its State of California Board of Equalization sales and use tax returns.

This preference shall also be provided to Sacramento Regional Market Area businesses that meet the criteria of a Local Business Enterprise for the county in which they are located, provided that:

A. Those criteria are at least as stringent as section 2.56.420(d); and

B. The county in which such businesses are located also provides pricing preferences to businesses located within Sacramento County.

Bidders claiming local vendor preference for any Request for Bid, Price Quote, or Request for Proposal must submit an Affidavit of Eligibility (see page 3) with their bid, quote or proposal response, unless an approved affidavit is already on file.

For questions or assistance relating to the County of Sacramento's Local Vendor Preference Policy, call the Contract & Purchasing Services Division at 916-876-6360 or visit our website at www.saccountybids.net.

Complete information regarding this program is located on the following website:

http://www.dgs.saccounty.net/capsd/Pages/County-Purchasing-Code.aspx#2.56.410

MICRO-BUSINESS PREFERENCE QUALIFICATIONS

Most County contracts are open to competitive bidding. It is the policy of the County to actively solicit participation by small business enterprises in its procurement and contracting activities. In order for the County to readily find small businesses to solicit, businesses should (1) be certified with the State of California, Office of Small Business and DVBE Services, or reciprocal agency, and (2) register with the State of California, Department of General Services.

The County will accept certifications from the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies. The County will accept formal certifications from other agencies within the State of California for documentation purposes. For a firm to be eligible for a two-percent (2%) price preference, it must meet all of the following criteria (as defined in SCC 2.56.420):

A. formally certified micro-business,

B. independently owned and operated,

C. is not dominant in its field of operation,

D. has its Principal Place of Business located in the Sacramento Regional Market Area,

E. together with its affiliates, is either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees, and

F. an average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years.

COMPLETE THIS SECTION IF YOU QUALIFY FOR AND WISH TO CLAIM A 5% LOCAL VENDOR PREFERENCE AND/OR A 2% MICRO-BUSINESS PREFERENCE (REFER TO PREVIOUS INFORMATION FOR QUALIFICATION REQUIREMENTS).

To claim the local vendor preference (5%), complete the items in sections 18 and 19 below. To claim the micro-business preference, complete the items in sections 18 and 20 below. To claim both preferences (7% combined), complete all sections 18 - 20. Incomplete forms may be rejected.

DOES YOUR COMPANY QUALIFY FOR THE LOCAL BUSINESS PREFERENCE, AND/OR THE MICRO-BUSINESS PREFERENCE?*
Select "Yes" if your company meets either of the local/micro business preference qualifications above.

If you selected "No" then the remaining questions do not require a response EXCEPT for the two (2) confirmations "Under penalty of perjury, the undersigned states that the foregoing statements are true and correct..."

No

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

LEGAL NAME OF BUSINESS AND PHYSICAL ADDRESS (ALSO INCLUDE MAILING ADDRESS IF DIFFERENT).

Enter the following information here:

A. Legal name of business
B. Physical street address, city, state & zip code
C. Mailing address (only if different from physical address)

No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

COUNTY AND YEAR BUSINESS WAS ESTABLISHED

A. County established:
B. Year established:

C. Business license number:

D. Business license issued by:

No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

DOES YOUR BUSINESS HAVE MORE THAN ONE OFFICE IN THE STATE OF CALIFORNIA?
If Yes, specify the office location considered as the *point-of-sale for sales tax purposes*:

A. Office Location: street address, city, state, zip code

No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

FOR TRANSACTIONS WHICH REQUIRE SALES TAX, PROVIDE THE RESELLER PERMIT NUMBER.

Please enter the following information exactly as it appears on your permit:

A. Permit number

B. Company name

C. Street address, city, state, zip code

No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

18. Procurement Opportunities Program - Local Business Preference Questionnaire

IS YOUR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE COUNTY OF SACRAMENTO?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

DOES YOUR BUSINESS PROVIDE 50 PERCENT OR MORE OF THE CONTRACTED PRODUCT FROM ITS OWN LOCAL INVENTORY?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

DOES YOUR BUSINESS POSSESS A CURRENT COUNTY OF SACRAMENTO BUSINESS LICENSE OR A BUSINESS FROM A CITY WITHIN THE COUNTY?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

HAS YOUR BUSINESS BEEN ESTABLISHED AND CONDUCTING BUSINESS ACTIVITIES IN THE COUNTY FOR AT LEAST SIX MONTHS PRECEDING THE DUE DATE OF THE BID/PROPOSAL FOR WHICH A LOCAL PREFERENCE IS BEING SOUGHT?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

HAS YOUR BUSINESS PAID SALES TAX TO EITHER A CITY LOCATED WITHIN THE COUNTY OR TO THE COUNTY OF SACRAMENTO?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

UNDER PENALTY OF PERJURY, THE UNDERSIGNED STATES THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT. THE UNDERSIGNED ALSO ACKNOWLEDGES THAT ANY PERSON, FIRM, CORPORATION OR ENTITY INTENTIONALLY SUBMITTING FALSE INFORMATION TO THE COUNTY IN AN ATTEMPT TO QUALIFY FOR LOCAL PREFERENCE SHALL BE PROHIBITED FROM BIDDING ON SACRAMENTO COUNTY PRODUCTS AND SERVICES FOR A PERIOD OF ONE (1) YEAR.*
Confirmed

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

19. Procurement Opportunities Program - Micro-Business Preference Questionnaire

IS YOUR BUSINESS INDEPENDENTLY OWNED AND OPERATED?

No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

IS YOUR BUSINESS NOT DOMINANT IN ITS FIELD OF OPERATION?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

TOGETHER WITH YOUR AFFILIATES, IS YOUR BUSINESS EITHER A SERVICE, CONSTRUCTION, OR NON-MANUFACTURING FIRM WITH TWENTY-FIVE (25) OR FEWER EMPLOYEES?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

DOES YOUR BUSINESS HAVE AN AVERAGE ANNUAL GROSS RECEIPTS OF FIVE MILLION DOLLARS ($5,000,000) OR LESS OVER THE PREVIOUS THREE YEARS?
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

PROVIDE THE COMPANY'S STATE OF CALIFORNIA SMALL BUSINESS CERTIFICATION NUMBER AND EXPIRATION DATE.
No response submitted

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

UNDER PENALTY OF PERJURY, THE UNDERSIGNED STATES THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT. THE UNDERSIGNED ALSO ACKNOWLEDGES THAT ANY PERSON, FIRM, CORPORATION OR ENTITY INTENTIONALLY SUBMITTING FALSE INFORMATION TO THE COUNTY IN AN ATTEMPT TO QUALIFY FOR LOCAL PREFERENCE SHALL BE PROHIBITED FROM BIDDING ON SACRAMENTO COUNTY PRODUCTS AND SERVICES FOR A PERIOD OF ONE (1) YEAR.*
Confirmed

Please Note: *Responses to this question may be publicly displayed after the due date has passed.*

PRICE TABLES

TABLE A - PARTS % DISCOUNT OR MARKUP

Part numbers provided below are examples of parts that the County has purchased in the past and are provided for informational purposes only. Purchases shall not be limited to the parts listed, and the County does not guarantee that these parts will be purchased in the future. All parts furnished shall be new and unused. For each line item, enter percentage discount or markup (or enter "0" if pricing will be at list price) from manufacturer's list price for parts under the Percentage column and then indicate "discount" or "markup" or "list price" under the adjacent column. Discount or markup percentage or at list price indicated by bidder below shall also apply to parts not listed for each manufacturer or category listed. Fuel surcharges and tariff charges shall not be allowed for the duration of the resulting contract. Percentage discount or markup shall remain firm for the duration of the initial contract term. All parts shall be delivered FOB Destination, Freight Prepaid and Added.

Line Item	Description	Unit of Measure	Percentage	No Bid	Discount, Markup or At List?
1	CIM-TEK FILTERS: CM-250E-10, CM-400-10, CM-400-30, CM-400HS-10, CM-400HS-30, CM-800HS-30	ea	10%		Markup
2	BENNETT: BEP-108014	ea	10%		Markup
3	CNI MANUFACTURING: CNP-RP9979 Retractor cable guide	ea	10%		Markup
4	EBW: EB-78145606, 36" gray bolted FRC, cover only	ea	5%		Markup
5	EMCO WHEATON: EV-A4005-002, EV-A4005-004, EV-A4005EVR-052, EV-A4119EVR-020	ea	10%		Markup
6	FUEL CONTAINMENT: FC-98C00097 Brine	ea	10%		Markup
7	FREEDOM: 576011-034-00 Lam for 350 Keyboard	ea	10%		Markup

Line Item	Description	Unit of Measure	Percentage	No Bid	Discount, Markup or At List?
8	GOODYEAR: GD-BAL-048-00, GD-BAL-072-00, GD-BAL-096, GD-BALVEN-048-00, GD-BALVEN-096-00, GD-FSB1-048-MXM, GD-FSB1-072-MXM, GD-FSB1-096-MXM, GD-FSB1-120-MXM, GD-FSB3/4-012-MXMS-00, GD-FSB3/4-048-MXMS-00, GD-FSB3/4-096-MXMS-00, GD-FSB3/4-144-MXMS-00, GD-FSB3/4-240-MXMS, GD-FSG3/4-012-MXMS-00, GD-FSG3/4-012-MXMS-00	ea	10%		Markup
9	HEALY PRODUCTS: HE-75B-060-S4F2-LP, HE-75B-065-S2S2, HE-75B-080-S2S2-LP, HE-75B-080-S2S2-LP, HE-8701VV, HE-900-EVR-FS, HEP-405220901-EOR, HEP-787	ea	6%		Markup
10	HUSKY PRODUCTS: HU-0087, HU-159503-03, HU-159504-04, HU-177610-03	ea	10%		Markip
11	OPW PRODUCTS: OP-200TG-ENG, OP-21GU-0400, OP-21GU-0500, OP-634LPC-0400, OP-634LPC-0400, OP-634TT-7085-EVR, OP-68EZR-1010, OP-7HB-0100, OP-CT1000P36S, OPP-1-21CC, OPP-8G-0100, OPP-H05361, OPP-RTC-WHITE	ea	10%		Markup
12	PHIL-TITE: PTP-85011-1	ea	10%		Markup
13	SCULLY: SE-03111	ea	10%		Markup
14	FUEL EQUIPMENT SEALANT / AND NOZZLE BAGS / STICKERS: SE-SAR-GEL, SE-SS16, SE-U-NC-5, SE-U-PD168R-12, SE-U-PD177R-12, SEP-B1400A	ea	10%		Markup
15	VEEDER-ROOT: VR1-329362-001, VR1-330020-425, VR1-514100-210	ea	No Bid	X	no bid
16	VST PRODUCTS: VS-V58CP-024-MRMS, VS-VDV-EVR-072, VS-VDVP-EVR-096, VS-VST-BRK-100, VS-VST-EVR-NBBKR-2, VS-VST-DS-SBK, VS-VSTA-EVR-048, VS-VSTA-EVR-096	ea	10%		Markup
17	WAYNE FUELING SYSTEMS: WAP-006-306362-001	ea	10%		Markup
18	CHARGEPOINT - Parts for ChargePoint EV charging stations.	ea			

Line Item	Description	Unit of Measure	Percentage	No Bid	Discount, Markup or At List?
19	SWTCH - Parts for SWTCH EV charging stations.	ea			

ADDENDUM
Cooperative Procurement Alliance Terms
Sacramento County Procurement Alliance (SCOPA)
CONTRACT REQUIREMENTS

County of Sacramento (Lead Agency)

The **Sacramento County Procurement Alliance (**SCOPA) is a procurement alliance formed by the County of Sacramento**,** Sacramento CA**,** for the benefit and participation of surrounding entities. The group may include, but is not limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For awarded suppliers, engaging with an alliance (aka community cooperative) offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, alliances are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with an alliance/cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

Administrative Operating Services Provider to SCOPA

The resulting Master Agreement(s) awarded by this solicitation will be administered by **SCOPA** in partnership with Bespoke Community Cooperatives, LLC ("BESPOKE"). BESPOKE is a public benefit corporation providing administrative operating services for procurement agencies (local governments, educational institutions, special districts or non-profits, etc.) that have entered into an agreement to procure jointly or on behalf of other procurement entities. These organizations are known as Community Cooperatives (or Alliances, Consortium, etc.). **SCOPA** utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by **SCOPA** member **County of Sacramento** (Designated as the Lead Procurement Agency or "LPA" for this solicitation, may, at BESPOKE's sole discretion, be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as **SCOPA**, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

Participating Procurement Agency (PA) Contracting Authority Explained:

1. **Cooperative Purchasing**
   This Solicitation is being conducted by LPA **County of Sacramento** on behalf of **SCOPA**'s Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.
2. **How Other Agencies Can Use This Contract**
   If an agency (such as a city, school district, higher education institution, or county) wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Administrative

Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and **SCOPA** facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

3. **Agency-Specific Terms and Conditions**
   Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.
4. **Supplier Administrative Fees**
   All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of **SCOPA**. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.
5. **Local Customization Options**
   Certain Solicitation or contract terms that apply specifically to **County of Sacramento** such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.
6. **Direct Transactions with Each Agency**
   All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and **SCOPA** do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.
7. **Procurement Compliance**
   Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. **County of Sacramento** certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

Servicing Requirements

Awarded suppliers must provide services to **County of Sacramento,** (and any SCOPA Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other **SCOPA** members or PA's that may participate through the BESPOKE Administrative Services Program.

Geographic Reach

If awarded, does the Bidder agree to provide the Products to any Participating Agency that participates in or is represented through the BESPOKE Administrative Services Program under the terms described above based on the following conditions? **SCOPA's** goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. *(Responses will not affect your ability to win this business.)*

If awarded, supplier agrees to service the following geographic areas:

Up to 50 miles outside of the Sacramento, CA area?

Yes _____ No _____

Greater than 50 miles outside of the Sacramento, CA area?

Yes _____ No _____ Distance (miles) (specific counties/areas/states serviced) _____

Nationwide?

Yes _____ No _____

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay SCOPA an Administrative Fee of three percent (3%) of the total sales made to the SCOPA Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

INITIAL HERE: _____

In return for the administrative fee paid to BESPOKE on behalf of **SCOPA** based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of SCOPA.
- Marketing support by BESPOKE to members of SCOPA and participating entities outside of SCOPA based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to entities who may find it valuable.
- Data usage trends by SCOPA and participating entities utilizing this Master Agreement.

Monthly Sales Reporting Requirement

Awarded contractors are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the 15th of each month for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by SCOPA. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

Contractor agrees to maintain records that support its obligations under the Master Agreement and orders placed by PAs under it, and shall preserve all such records for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later.

INITIAL HERE: _____

Audit and Inspection of Records

The LPA reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced PAs, reported all sales made via this Master Agreement as required and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit LPA, and PA, and any duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a PA under it for the purpose of making audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims or audits have been resolved.

INITIAL HERE: _____