

BID NUMBER ITB FS 17-076

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Regina Benavides
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

One (1) Chevrolet Suburban, 4WD

CONTRACT NO. **34664**

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Anaheim CA ON THE 6 DAY OF June, 20 17.
CITY STATE MONTH

COMPANY NAME: 911Vehicle.com TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 5604 E. La Palma CITY: Anaheim STATE: CA ZIP: 92807

PHONE: 714-808-0916 FAX: 714-808-0916

S/ [Signature] (SIGNATURE) President (TITLE)

Dan Walters (PRINT NAME) dan@911vehicle.com (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) Treasurer (TITLE)

Mark Attaway (PRINT NAME) info@911vehicle.com (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management
7/24/17 Date

APPROVED AS TO FORM July 21, 20 17.

CHARLES PARKIN
CITY ATTORNEY
[Signature] Deputy

BID NUMBER ITB FS 17-076

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of CA
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

- Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

- Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Regina Benavides
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: June 7, 2017
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

Regina Benavides (562) 570-7062
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. This Contract shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.
30. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.
31. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current

CONTRACT – GENERAL CONDITIONS

financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

CONTRACT – GENERAL CONDITIONS

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

The City of Long Beach ("City), Fleet Services Bureau is seeking bids from qualified vendors for the purchase of one (1) Chevrolet Suburban 4-Wheel Drive with Lighting and Siren Package.

See **Appendix A** for detailed specifications.

BID TIMELINE – All times are Pacific Time

Bid release date:	May 8, 2017
Questions due:	May 18, 2017 by 4:30 pm
Request for Approved Equals due:	May 18, 2017 by 4:30 pm
Response from City to bidder:	May 25, 2017 by 4:30 pm
Bid due date:	June 7, 2017 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B) and List of Completed Command Vehicles with Photos
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

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Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Regina Benavides
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB FS 17-076 One (1) Chevrolet Suburban 4-Wheel Drive, with Lighting and Siren Package.

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, June 7, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Regina Benavides with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute

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a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§

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12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

INSURANCE

See Requirements on page 9, Section 30 and **Attachment E**.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

BRAND NAMES

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal".

The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so in writing to the City of Long Beach by **May 18, 2017 at 4:30 pm**. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in the form of an addendum, of approval or disapproval of the equivalent item by May 25, 2017 at 4:30 pm.

All requests for approved equals must be submitted in writing and emailed to purchasingbids@longbeach.gov, ATTN: Regina Benavides with the bid number in the subject line of the email message.

Please state manufacture name and part numbers in right hand column in the Pricing Section.

EXPERIENCE LEVEL

1. The manufacturer must have no less than five (5) years of current experience engineering and installing emergency equipment into fire service vehicles. A list of completed command vehicles with photos and references will be required to establish qualifications.

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- 2. The technician(s) must be familiar with automotive direct current (DC) wiring system construction and installation as described in Society of Automotive Engineers (SAE) standard J1292, as well as 110-volt alternating current (AC) wiring systems and installation practices.
- 3. The technician(s) must understand the level of quality, reliability and serviceability that is required for this installation. They must also understand the importance of neatness, selection of the appropriate wiring components, and the proper routing securement and connection of wiring and conduit.

Any adjustments or programming to two-way radio equipment must be made only by factory trained and certified personnel. Vehicle manufacturer must be a certified installer of the radio brand desired by the customer.

DELIVERY REQUIREMENT

Equipment, material, supplies or services shall be delivered FOB destination City of Long Beach, 2600 Temple Ave, Long Beach, CA 90806. All DMV paperwork is due at the time of delivery.

Estimated Day of Delivery (ARO) 150

Time is of the essence for the delivery. Failure to deliver on or before the date stated above is a material breach of the contract. The parties agree the damages for delay would be difficult to calculate. Therefore, liquidation damages in the amount of **\$25.00 per day, per vehicle** until the date of actual delivery will be withheld from final payment.

PAYMENT TERMS

Net 20 ; 0 % discount in 0 days.

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Dan Walters
Contact Direct Phone: 714-808-0911 x.204
Contact Fax: ~~714~~ N/A
Contact E-mail: dan@911vehicle.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 0

**CITY OF LONG BEACH ITB FS17-076 – APPENDIX A
DETAILED SPECIFICATIONS**

	Yes	No	Comments and Exceptions
<p><u>Instructions:</u></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	✓		
<p><u>General: (Vehicle)</u></p> <p>Shall be current model Chevrolet Suburban, 4 Wheel drive, 4 doors, large utility vehicles, in LT trim 1/2-ton rating, with safety equipment. Safety lighting and electrical to be installed.</p>	✓		
<p><u>GVWR:</u></p> <p>Shall be at least 7,500 pounds.</p>	✓		
<p><u>Wheelbase:</u></p> <p>Shall be a minimum of 130 inches.</p>	✓		
<p><u>Overall Length:</u></p> <p>Shall be at least 224.4 inches.</p>	✓		
<p><u>Engine:</u></p> <p>Shall be gasoline, V8 type EcoTec3 5.3L, 355 H.P. 383 Ft. Lbs torque.</p>	✓		
<p><u>Cooling:</u></p> <p>Shall be largest, heaviest duty, increased capacity system available for size of engine/transmission offered including engine oil and transmission cooler,</p>	✓		

**CITY OF LONG BEACH ITB FS17-076 – APPENDIX A
DETAILED SPECIFICATIONS**

	Yes	No	Comments and Exceptions
<p><u>Exhaust System:</u></p> <p>Shall be of a quiet design type with minimum backpressure restriction. Muffler shall be of an aluminized coating construction.</p>	✓		
<p><u>Transmission:</u></p> <p>Shall be an automatic, torque converter heavy duty type, 6- speed automatic, electronic transmission with overdrive and tow/haul mode</p>	✓		
<p><u>Transfer Case:</u></p> <p>Shall be factory single speed, Four-wheel drive push button type on dash.</p>	✓		
<p><u>Differential:</u></p> <p>Shall be locking type with electronic traction assist system 3.08 gear ratio.</p>	✓		
<p><u>Axles:</u></p> <p>Front: Shall have a rating of at least 3,600 pounds.</p> <p>Rear: Shall have a rating of at least 4,200 pounds.</p>	✓		
<p><u>Suspension/Springs:</u></p> <p>Shall be factory heavy-duty suspension.</p>	✓		
<p><u>Stabilizer Bar/Anti-Roll:</u></p> <p>Shall be factory heavy-duty.</p>	✓		
<p><u>Shock Absorbers:</u></p> <p>Shall be factory heavy-duty.</p>	✓		

**CITY OF LONG BEACH ITB FS17-076 – APPENDIX A
DETAILED SPECIFICATIONS**

	Yes	No	Comments and Exceptions
<p><u>Brakes:</u></p> <p>Shall be factory heavy-duty front rotors vented and cross drilled.</p>	✓		
<p><u>Frame:</u></p> <p>Shall be compatible to GVWR.</p>	✓		
<p><u>Steering:</u></p> <p>Shall be factory power with dash controls installed on steering wheel.</p>	✓		
<p><u>Wheels:</u></p> <p>Manufacturer shall provide five (5) 17" inch heavy-duty aluminum. Spare shall be full size.</p>	✓		
<p><u>Tires:</u></p> <p>Manufacturer shall provide five (5) tubeless tires P255/70Rx17 all season tread. All wheels and tires to be statically and dynamically balanced.</p>	✓		
<p><u>Electrical System:</u> Shall be a twelve (12) volt negative ground system.</p> <p>Alternator: Factory 150 Amp Output</p> <p>Batteries: Shall be manufacturer's heaviest duty option offered for dual battery system. The secondary battery will be isolated from primary and used to power emergency accessories. The secondary battery will also serve as a jump start battery. Activated by a switch and relay listed in the Emergency Equipment section.</p>	✓		
<p><u>Fuel Tank:</u></p> <p>Minimum of thirty-one (31) gallons.</p>	✓		

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	Yes	No	Comments and Exceptions
<p>Body (Cab): Shall be standard production, base level of trim and include at least all of the following:</p> <ol style="list-style-type: none"> 1. Front seat shall be bucket type, with charcoal gray cloth trim. Drivers seat shall be 6 way power with lumbar support. Passenger seat shall be manual. 2. Second row 60/40 bench seating. 3. Delete third row bench seating. 4. 1st. row glass shall be standard tint, remaining glass shall be 55% tinted. 5. Power window and door locks. 6. Floor covering front and rear shall be black carpet. 7. All doors to provide automatic illumination when opened. 8. Integral heater and defroster shall be provided. 9. Factory installed front and rear air conditioning. 10. Windshield wipers provided shall have an intermittent wipe feature. 11. Side impact air bags, driver and right front passenger. 12. Inside center mirror shall have day/night adjustment feature. 13. Rear Park Assist with audible warning 14. Rear Vision Camera. 15. Manual folding side view mirrors. 16. Glove compartment shall be lockable. 17. Sun visors and arm rests on both sides. 18. Rear door tailgate style. 19. Electric clock. 20. Factory installed AM/FM CD radio, with My-link, and navigation. 21. Bluetooth 22. 110-volt power outlet 23. Five (5) keys for each type of lock. 24. Cruise control. 25. Tilt steering column. 26. Body side moldings, as applicable. 27. Dual horns. 	<input checked="" type="checkbox"/>		

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	Yes	No	Comments and Exceptions
28. Inside hood release. 29. Skid plate package. 30. Luggage Rack. 31. Factory running boards. 32. Vendor shall provided recommended stock part list. 33. Vendor shall provided information on all S/N of the vehicle to include, engine, transmission, axles, chassis, etc. 34. Passenger side airbag shall be manual override control. 35. Factory heavy tow package included.	✓		
<u>Paint:</u> Shall be special (Victory Red)	✓		
<u>Interior Color:</u> Interior color charcoal gray <u>cloth</u> .	✓		
<u>EMISSION RATTING:</u> Vehicles shall meet the minimum emission requirements set forth by the SCAQMD and be rated at LEV, ULEV, or SULEV emission standards. (if available)	✓		
<u>Manuals/Operating Service:</u> Successful bidder shall provide a full set of operating/service manuals (CD if available) for every major component installed in truck including cab and chassis, electrical schematics, hydraulic schematics, and a complete parts manual. All manuals and schematics shall be delivered with each unit.	✓		
<u>Acceptable Vehicles:</u> Chevrolet Suburban GMC Yukon XL	✓		

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Yes No Comments and Exceptions

<p>Please State Make, Model, Year: <i>2018 Chevrolet Suburban 1500 LT</i></p>	<p align="center">✓</p>	
<p>A. <u>INTENT:</u></p> <ol style="list-style-type: none"> 1. It is the intent of these specifications to cover the furnishings and delivery of a converted command vehicle as hereinafter specified, with a view to obtaining the best results and the most acceptable vehicle for use in the fire department. These specifications will describe the minimum requirements for the installation of emergency equipment and radio equipment into a command vehicle. 2. It is expected that all factors will be considered about placement, compliance with factory safety features, overloaded conditions and engineered design. 3. All parts, components, equipment and accessories must be completely installed, assembled and adjusted as required by these specifications; and/or the component manufacturer's instructions. <p>All work will be accomplished in a professional workmanship manner, to recognized industry standards, and in strict accordance with applicable codes and regulations.</p> <p>B. <u>GENERAL INSTRUCTIONS</u></p> <ol style="list-style-type: none"> 1. <u>Construction Practices</u> <p>Any required cutting to any part of the vehicle must be approved and accomplished as follows:</p> <ol style="list-style-type: none"> a. Cuts will be straight, neat and the smallest size necessary for installation of parts. All burrs will be trimmed. b. No holes will be drilled or cut into the wooden console assemblies, unless absolutely necessary and authorized by project manager. 	<p align="center">✓</p>	

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	Yes	No	Comments and Exceptions
<p>c. When drilling holes, installers will be careful not to contact other components or wiring.</p> <p>d. Installation of all components will be made in accordance with the manufacturer's instructions.</p> <p>f. All penetrations into the vehicle interior will require a silicone bead for weather proofing, even around self-sealing grommets.</p> <p>2. Fasteners</p> <p>All screws, nuts, bolts, rivnuts, rivets and washers must be stainless steel. Sheet metal screws will not be accepted into metal surfaces.</p> <p>3. Brackets</p> <p>All fabricated brackets must support the weight of mounted equipment without any flex or vibration. Brackets will be made from cold rolled steel with welded joints securely mounted and finished with satin black paint.</p> <p>C. Passenger Compartment:</p> <p>Remove all pillar, channel and kick panel trim as necessary from both passenger and driver sides to facilitate the orderly installation of coaxial cable and wiring harnesses. Remove the vehicle's headliner to facilitate the installation of antennas, coaxial cable and other wiring and the installation of light fixtures. All trim will be replaced in undamaged condition, utilizing the original fasteners.</p> <p>No visible lumps, bends, stress marks or misalignment of interior panels will be accepted.</p> <p>D. Cleanliness:</p> <p>a. All drill shavings will need to be removed prior to reinstallation on any interior</p>	<input checked="" type="checkbox"/>		

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Yes No Comments and Exceptions

components. All interior surfaces will need to be covered during installation as to insure no damage from hot shavings or scratches from tools, wire or other metal objects. The bidder will be responsible for any damage from the time the vehicles is pick up at the City of Long Beach, Fleet Services and we will perform a full inspection at delivery of the vehicle.

✓

E. ELECTRICAL SYSTEM

1. Design Requirements

The Electrical System will be designed:

- a. To meet SAE Standard J1292 (Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring) as a minimum. Knowledge of this standard must be proven at pre-construction.
- b. To withstand the rigors of service.
- c. With accessibility and ease of maintenance as a priority.

2. Construction:

- a. All electrical lighting circuits will terminate and be controlled through the ICON Harness and multiplex load manager system. The multiplex nodes will be conveniently located in the vehicle to reduce the length of cable runs.
- b. All circuits will have the ability to be load managed, and load sequenced.
- c. All circuits will be controlled by the multiplex software. Each node will provide real-time diagnostics.
- d. All wire used in this vehicle will conform to SAE Standard J1128 (Low Tension Primary Cable), for "GXL" insulation.
- e. All electrical components, including wiring, will be rated at 125% of the maximum intended load. The multiplex must be designed to survive extreme temperatures of up to 185F, and sealed against moisture, salt,

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	Yes	No	Comments and Exceptions
<p>and fluid. It also must be protected against over voltage and reverse polarity conditions.</p> <p>f. All wiring will run in enclosed looms or conduit; and will be color coded and <i>labeled with circuit designation every three (3) inches.</i></p> <p>g. All main power and battery connections will be covered with silicone-seal shrink tubing.</p> <p>h. All harness connections will be made with Deutsch weather proof connectors. Small components can be made with crimp connectors and they will be of the heavy-duty, nylon variety. Standard duty vinyl connectors are not acceptable.</p> <p>i. Insulation-displacement connectors (i.e. "Scotchlock") are not acceptable for <i>any connection.</i></p> <p>j. Open, "crimp" type connectors are not acceptable for exterior connections, and electrical tape is not acceptable for <i>any connection.</i></p> <p>k. Wiring protection will be offered via:</p> <ol style="list-style-type: none"> 1. Heat resistant (300°) loom 2. Hard plastic (snap-in or glue-in) or rubber grommets wherever wiring passes through walls or partitions. 3. Plastic cable ties 4. Rubber coated aluminum cable clamps <p>l. Wherever practical, wiring looms will be tied together, and clamped to bulkheads, to insure maximum security and vibration resistance.</p> <p>m. All continuous runs of wiring will be supported at intervals of 16 inches or less.</p> <p>n. No loose wiring will be exposed or visible in any area of the vehicle's interior.</p> <p>o. All wiring or harnesses, whether exposed or not, will be secured to body with rubber coated metal cable clamps, or to existing wiring with plastic wire ties.</p> <p>p. All exposed wire and cable in other areas of the vehicle will be protected from damage or accidental contact. No wiring will run under the carpeting in the driver or passenger footwell.</p> <p>r. All excess cable (prefabricated harnesses) will be coiled, tied with wire ties and secured</p>	<p>✓</p>		

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	Yes	No	Comments and Exceptions
<p>with plastic cable clamps.</p> <p>s. All wire ties will be trimmed flush.</p> <p>t. All soldering will be of high quality. Solder “blobs” and cold solder joints are not acceptable.</p> <p>u. In-line fuse holders will be marked with the circuit they protect, and will be installed in accessible locations.</p>	✓		
<p>F. <u>COMMAND PACKAGE OUTFITTING</u></p> <p>NOTE: Batteries and charging systems will be expected to perform under all conditions. This area is most important for safety and continuous use. This system will need to be rated at 125% of possible load demands. All terminations must be protected with covers and dielectric grease. NO EXCEPTIONS.</p> <p>1. <u>Battery System:</u> The vehicle shall be equipped with two additional batteries. The OEM battery will be replaced with a PC1500DT. It will function as main chassis electrical power during engine running and as an isolated power source for the emergency jumpstart system when engine is turned off. The additional batteries one PC1500DT under the hood and a PC2150 installed in the communications cabinet. These batteries will be completely isolated from the chassis battery, to function as a power source for chassis electrical, auxiliary lighting and electrical radio equipment. This system will be designed with the highest of possible current flow in all directions. The additional batteries will be installed in the communications compartment.</p> <p>2. <u>Alternator:</u> The OEM alternator shall be replaced with a Powermaster 200 Amp alternator. This product will be designed to use existing belts and mounts. It is expected that the original alternator will be returned and available for emergency replacement, due to failure or warranty issues.</p>	✓		

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	Yes	No	Comments and Exceptions
<p>3. <u>Isolation system:</u> The dual battery system will be controlled through a Blue Sea ML Series Isolator relay with remote switch on dash, it will also have a manual override on the relay and will be capable of 200 amps, designed to control when each battery is connected, charged, isolated and used for jumpstart. This unit will be mounted in a serviceable location with protection from the elements. It will have an ignition switch control wire that is live thru the start position.</p> <p>4. <u>Main DC Power Electrical Buss</u> The system will have two main trunk lines from the engine mounted electrical buss with 150 amp load protection per line, manual reset and service override features. One trunk line will provide service to a sub panel in the center console. The multiplex node will provide sixteen isolated and protected code lighting and local power. The second trunk will provide service to a sub panel in the radio compartment; Output Node, which will provide twenty nine isolated and protected circuits for emergency and interior lighting. Each component has its own part number and is completely removable for servicing and or replacement. Each component also has the ability to self diagnose on a real-time basis.</p> <p>6. <u>Main DC Ground Electrical Buss</u> The main electrical ground buss system shall be The system will have two main trunk lines from the engine mounted electrical buss, rated for 300 amps. This eliminates the possibility of noise and ground loops, which could damage the communications equipment. This system is completely isolated from the chassis electrical, which makes it compliant with vehicle warranty. Each component has its own part number and is completely removable for servicing and or replacement.</p> <p>7. <u>Load Control Center:</u> The load control will be managed through the ICON multiplex load manager electrical power buss. It controls any specified lines for</p>	<input checked="" type="checkbox"/>		

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Yes No Comments and Exceptions

<p>sequence on, shed off and override. It activates the fast idle actuator when it detects a voltage drop below a set level. It monitors charge condition of each battery and controls the battery isolation. It has the ability through a PC based program to be modified at anytime by OEM. This product is completely removable for ease of servicing.</p> <p>8. <u>Key Ignition Control System:</u> The key ignition control system shall be a solid state device, which plugs into the GM EBCC module for control of communications equipment, by the ignition key, without drawing any current or noise. This system is completely isolated from the chassis electrical, which makes it compliant with vehicle warranty.</p> <p>9. <u>Park / Neutral Control System:</u> The park / neutral control system shall be a solid state device, which plugs into the GM EBCC module for control of lighting equipment, from the transmission position, without drawing any current or noise. This system is completely isolated from the chassis electrical, which makes it compliant with vehicle warranty.</p> <p>10. <u>Command Center Control System:</u> This system provides control of all rear command communications, when activated by opening the rear cargo doors, it turns on all communications to the rear, all rear interior lighting and it mutes the car stereo speakers for use by the rear mobile radios. This system is completely isolated from the chassis electrical, which makes it compliant with vehicle warranty.</p> <p>G. Emergency Lighting and Siren Equipment:</p> <p>1. Siren and Lighting Controller: The siren controller will be a Unitrol TM4-1 Siren and Lighting controller with a remote PA Hand Mic. There shall be 2 SA315P Siren speakers with bracket installed.</p> <p>2. Lightbar: The lightbar shall be a 55" Whelen Freedom LED</p>	<p>Yes</p>	<p>No</p>	<p>Comments and Exceptions</p>
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	Yes	No	Comments and Exceptions
<p>Lightbar with 2 Red LED Steady Reds, and Red forward facing LED's, Opticom Emitter, 2 White Takedowns, LED Alley Lights, Red Corner LED's front and rear, Rear Flashing Amber LED's</p> <p>3. Perimeter Lighting: The vehicle shall have Hide-a-way LED's installed in the front and rear factory lights. The LED's in the rear shall be red and the front white LED's. There will also be 2 Whelen M7R LED's installed on the front grill. There shall be Whelen M7R/W LED's with a chrome bezel mounted on the front fenders of the vehicle. There shall be a headlight flasher installed. There will be a rear mounted traffic advisor installed in the rear window of the vehicle. The traffic advisor and the rear hide-a-way LED's will automatically turn off when the rear hatch is open. There will be 2 MR6 LED's installed on the rear hatch so that they are visible when the hatch is open one light will be red and the other amber.</p> <p>4. Air Horn: There shall be an air horn system with dual trumpets installed at the front of the vehicle, with a air compressor and 1 gallon tank. There will be a foot switch installed to activate the air horn.</p> <p><u>H. COMMAND CENTER AND COMMUNICATIONS CONSOLE:</u></p> <p>1. <u>Center Communications Console:</u> The center communication console shall be a Troy #CC-OC-SUB-16 with a mounting base AC-TH15-WB, with removable faceplates for each piece of equipment. File Box AC-OCFILEBOX Arm Pad. Internal Cup Holders AC-INBHG and dual drop in charger face plate SP-DUAL-CHG-9. A passenger side computer base Havis. #PKG-PSM-202 required for MDT mounting. The console shall contour against the angle of the dash with no gaps. The console shall have an angle from the dash down to the</p>	<input checked="" type="checkbox"/>		

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	Yes	No	Comments and Exceptions
<p>file section for view of equipment and air bag compliance. The console shall house all serviceable fuses, circuit breaker, load controls, relays and flashers. All equipment mounted in the faceplates shall have an 18" wiring service loops for ease of service. All speakers, DC sockets, phone jacks and receptacles shall be flush mounted and serviceable. The console shall be constructed and mounted with enough strength to support a Mobile Workstation Computer. The rear removable section shall have tracks to mount hanging file folders. (NO EXCEPTIONS) ALL COMMUNICATIONS CUTOUTS MUST BE MADE BEFORE FINAL COATS ARE SPRAYED. SCRATCHES, DENTS OR CHIPS WILL NOT BE ACCEPTED.</p> <p>2. <u>Interior Command Center Lighting:</u> The interior lighting shall be upgraded with an aircraft style swivel light over the center console. The rear command area shall have two marine grade 33" LED light fixtures. These fixtures will be mounted one on each side of the rear bulkhead over the command desk. The command module top surface will have two 18" Flexible Maplights with rheostat control and an 8 watt halogen light bulbs. All of these lights will be controlled by the Command Center Control System.</p> <p>3. <u>Over Head Console:</u> There shall be a over -head console installed in place of the factory over- head console. The console must contour the headliner and be finished in the same fashion as the center console. This will accommodate two remote head radios and include a built in speaker and map lights.</p> <p>4. <u>Communication Equipment Cabinet:</u> The communications equipment cabinet shall be a modular component mounted in the rear of the suburban. It will house all the remote parts of the communications equipment. It will also have a service entry for access to the Main DC</p>	<p align="center">✓</p>		

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	Yes	No	Comments and Exceptions
<p>Power buss. The whole cabinet will be sealed and ventilated with (2) two 12 volt brushless fans with 5" exhaust ports. The cabinet will be constructed of plywood, which will then be sprayed with Rhino lining. The cabinet will also include a slide out which will hold the breathing apparatus and bracket. This will slide out the driver's side rear door. The slide will be heavy duty and carry 250lb minimum. (Exact dimensions will be determined at pre-construction)</p>	✓		
<p>5. <u>Rear Command Module:</u> The rear command module will be a custom wound cabinet built of ¾" solid plywood and coated with Rhino lining. The module will include two, pull-out slide master slide rated at 1000lb each, a 24" side storage slide out on the drive's side and 22" wide on the passenger side which will hold the command work surface and file storage. The command desk will have sliding dry erase board surface on the top the provide access to the file storage below. The top will have a four opening cabinet for the radio heads. design with the following equipment. The module will include a pull out command desk with a file drawer and two smaller storage drawers. On the back side of the radio head cabinet there will be a drawer to house maps that will be the same height as the radio head box and be full depth from the back side of the radio box to the end of the command box top surface. All drawers and slides will be on heavy duty accuride guides. There will be space on the curbside for 110V outlets, Dual USB outlets, and D/C outlets.</p>	✓		
<p><u>I. MOBILE RADIOS AND COMMUNICATIONS EQUIPMENT:</u></p>			
<p>1. <u>VHF Fire 1 Radio System:</u> There shall be a Motorola APX 6500 Dual Head Radio System. It will be installed with LBFD feature set specifications, and Communications Mobile Radio Installation Requirements and</p>	✓		

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Yes No Comments and Exceptions

Standards. The front control head will be wired with removable connections and an 18" harness service loop. It will be mounted in a faceplate attached to the rack rails in the communications console. The radio brain will be mounted in the communications equipment cabinet. All components to this system will have a label on each part and at each cable end. The speaker will be flush mounted into the console. The mic location will be determined at the final delivery. There rear control head will be mounted in the rear command cabinet with a face plate, and also include a speaker mounted in the rear hatch and a mic with location determined at completion.

✓

2. APX 7500 VHF / 800 Fire 2 Radio System:

There shall be a Motorola APX 7500 VHF / 800 Dual Band Dual Head Radio System. It will be installed with LBFD feature set specifications, encryption and multikey, and accordance to LBFD Communications Mobile Radio Installation Requirements and Standards. The front control head will be wired with removable connections and an 18" harness service loop. It will be mounted in a faceplate attached to the rack rails in the communications console. The main unit shall be mounted in the communications equipment cabinet. All components to this system will have a label on each part and at each cable end. The speakers will be flush mounted into the console and module. The mic location will be determined at the final delivery. There rear control head will be mounted in the rear command cabinet with a face plate, and also include a speaker mounted in the rear hatch and a mic with location determined at completion.

3. UHF Tactical Radio System:

There shall be a Motorola APX 6500 UHF Dual Remote Head Radio System. It will be installed with LBFD feature set specifications, 10- under MSAT, and accordance to LBFD Communications Mobile Radio Installation

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	Yes	No	Comments and Exceptions
<p>Requirements and Standards. The front control head will be wired with removable connections and an 18" harness service loop. It will be mounted in a faceplate attached to the rack rails in the communications console. The main unit shall be mounted in the communications equipment cabinet. All components to this system will have a label on each part and at each cable end. The speakers will be flush mounted into the console and module. The mic location will be determined at the final delivery. The rear control head will be mounted in the rear command cabinet with a face plate, and also include a speaker after jack station mounted in the rear hatch and a mic with location determined at completion.</p>	✓		
<p>4. <u>Aircraft Radio:</u> There shall be a ICOM A-110 Radio installed in the over-head console It will be mounted in a faceplate attached to the rack rails in the communications console. The main unit shall be mounted in the communications equipment cabinet. All components to this system will have a label on each part and at each cable end. The speakers will be flush mounted into the console and module. The mic location will be determined at the final delivery.</p>	✓		
<p>5. <u>Computer System:</u> There shall be a Panasonic FZ1 ToughPad (per Lbfd Specs) this will include a Precision Mounting Tech. Docking station with antenna pass thru, charging and swivel base. There will be a Sierra Wireless GX440 modem installed (Lbfd Supplied) and connected to the ToughPad. There will also be a Multi-band antenna connected to the modem with GPS, Wifi, Cellular, and diversity. There will also be a 12" Mark 3 DS-110004 Panasonic remote screen and keyboard installed in the rear of the vehicle attached to the ToughPad docking station.</p>	✓		

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	Yes	No	Comments and Exceptions
<p>6. <u>Radio Programming:</u></p> <p>The Radios will need to be flashed with the most current program available per radio and Lbfd Communications Standards.</p>	✓		
<p>8. <u>Intercom System:</u></p> <p>The vehicle shall be equipped with a mobile intercom system, Sigtronics US-45T-LAC with four (4) stations three of which transmit, three (3) OTH-R headsets, and three (3) radio interfaces. The system shall have a belt-PTT-2 extension cable at the command desk. This system shall have a two (2) year parts and labor warranty.</p>	✓		
<p>9. <u>Vehicle Battery Charger</u></p> <p>The vehicle shall be equipped with a Hubbell HBL 2613 external charge receptacle. Mounting to be determined later. It will wire to the GM EBCC for starter power. This circuit will need relay isolation with a 20 amp dry power line. The charger will mount in the communications cabinet in a serviceable location. Shall be a Xantrex ProSine 2.0 Inverter/Charger with 100Amp Charging Capacity and 2000watts of pure sine-wave inverted power. The remote display will be mounted in a location TBD. (NO EXCEPTIONS) This unit will require a 150 amp DC trunk line directly from the battery, with it's own breaker to provide 110 volt AC up to 2000 watts. This unit will be switched on by the Key Ignition Control System and be monitored by the Load Control Center. The output of this unit will be wired in accordance with SAE and UL codes. All wiring will be P-136-49-MSHA 12 AWG 3/C SJOOW 300V cable ran inside NER-290 (ENT) electrical nonmetallic tubing. Three (3) remote NEMA 5-15 GFI Hospital grade duplex receptacles will be installed in PVC outlet boxes with stainless steel covers, in the front console, middle communications cabinet and the rear command module. The shore</p>	✓		

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Yes No Comments and Exceptions

power input from a 20 Amp male plug shall route to the Power Control System. This device is a current sensing auto switch, enclosed in a NEMA 1 rated metal enclosure. It will automatically redirect the on board 110 volt receptacles from the inverter output to shore power when available. This unit is designed with NEMA 5-15 plugs and connectors to remove and bypass for servicing. (NO EXCEPTIONS)

Yes

No

Comments and Exceptions

10. Roof Mounted Antennas

The vehicle shall be equipped with ten (10) roof mounted antennas, including pre-existing, or existing antennas will be capped for all communications equipment. The cable and base kits COMTELCO CZL-00 C Mount with 17” of Micro Loss 900 cable, will be pre-labeled and color coded prior to installation. The arrangement of antennas will be engineered for the best SWR reflected power rating. A print out of the final SWR will be required. One (1) 800 MHz two (2) VHF, (1) UHF antenna will be provided. One (1) cellular, one (1) all band and one (4) spare antenna will need to be installed.

10. MSAT G2 Phone

The vehicle shall be equipped with a MSAT G2 Satellite phone with external antenna. There will also be an additional jack station installed in the rear of the vehicle.

J. ADDITIONAL EQUIPMENT

Six Bank Charger

Long Beach Fire Department will supply a six bank charger. Location to be determined.

1. Rear Lighting

The rear hatch shall have two 8” round combination red/white LED lights to be used to view rear command area.

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Yes No Comments and Exceptions

<p>2. <u>Flashlight Chargers</u></p> <p>The vehicle shall be equipped with two (2) STREAMLIGHT SL-20XP Orange Rechargeable flashlights. They will be wired to the battery saver circuit.</p> <p>4. <u>D/C & USB Accessory Outlets</u></p> <p>The vehicle shall have four Blue Sea (4) 20amp D/C Accessory sockets placed through out the vehicle and (2) Dual USB Outlets. (Exact locations TBD)</p> <p>5. <u>Dual Under Bumper LED's:</u></p> <p>The vehicle shall have 2 LED Lights mounted under the rear bumper to provide light behind the vehicle. The lights will be activated in reverse or by a manual switch mounted in the rear.</p> <p>6. <u>Wiring Diagrams and Product Locator</u></p> <p>Proposed wiring diagrams will need to be presented in the bid, which will be refined and approved at the pre-construction meeting. A product locator diagram will need to be ready at the final inspection.</p> <p>K. <u>Warranty:</u></p> <ol style="list-style-type: none"> 1. Manufacturer shall identify a single point warranty, and repair facility approved by the City of Long Beach within a 25-mile radius of Long Beach City Hall. 2. The Contractor shall guarantee the complete vehicle furnished under these specifications against defects in material and workmanship for a period of 3 years from date unit is placed in service. 3. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City. 4. Warranty shall begin when the City of Long 	<p align="center">✓</p>	
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	Yes	No	Comments and Exceptions
<p>Beach places the unit in service. All transportation of vehicles for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p>	✓		
<p><u>L. Warranty Performance:</u></p>			
<ol style="list-style-type: none"> 1. The contractor shall be required to provide service within one (1) working day after notification by telephone. 2. If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. 3. The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers. 4. The vehicle manufacturer shall furnish all warranty documentation to the City upon delivery. 5. Defective parts shall be labeled and retained by the City until parts are replaced. 6. Contractor shall take full responsibility for returning any defective parts to his supplier. 7. Outside vendor repair facility parts and labor billing to go directly to manufacturer. 			
<p><u>M. Manuals/Operating Service:</u></p>			
<p>Successful bidder shall provide a full set of operating/service manuals (CD if available) for every major component installed in truck including cab and chassis, electrical schematics, and a complete parts manual. All manuals and schematics shall be delivered with each unit.</p>			

ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

911 Vehicle

Business/Contractor/Agency

Dan Walters

Name of Authorized Representative

President

Title of Authorized Representative

[Signature]

Signature of Authorized Representative

06/06/17

Date

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***

ATTACHMENT B
REFERENCE LIST



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Reference Information Form

Client/Contractor Name Anaheim Fire
 Project Manager/Contact Name Jeff Marrio E-mail jmarrio@anaheim.net Ph. No. 714-765-5795
 Address 200 S. Anaheim Blvd.
 Project Description Command Vehicles
 Project Dates (Start and End) 2014 Contract Term(s) Ongoing Contract Amount \$350K

Client/Contractor Name Orange County Fire
 Project Manager/Contact Name Craig Nauke E-mail craig.nauke@ocfa.net Ph. No. 714-573-6410
 Address 1 Fire Authority Way, Irvine, CA
 Project Description Command Vehicle
 Project Dates (Start and End) 2014 Contract Term(s) Ongoing Contract Amount 985K

Client/Contractor Name San Marcos Fire
 Project Manager/Contact Name Jim Colston E-mail jcolston@smf.net Ph. No. 760-744-1000
 Address Command Truck
 Project Description _____
 Project Dates (Start and End) 2016 Contract Term(s) 1 yr Contract Amount \$56,000

Client/Contractor Name San Bruno Fire
 Project Manager/Contact Name Charles Burridge E-mail cburridge@sbm.net Ph. No. 650-616-7096
 Address 57 El Camino Real, San Bruno
 Project Description Command Truck
 Project Dates (Start and End) 2016 Contract Term(s) 1 yr Contract Amount \$12,000

Client/Contractor Name LAFD
 Project Manager/Contact Name Scott Hoelzel E-mail _____ Ph. No. _____
 Address _____
 Project Description Command Vehicles
 Project Dates (Start and End) 2016 Contract Term(s) 10 yrs Contract Amount 89,000

ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
911 Vehicle.com

2 Business name/disregarded entity name, if different from above
911 Vehicle

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
51004 E. La Palma Ave

6 City, state, and ZIP code
Anaheim, CA 92807

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *6/6/19*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Samuel Walters Title: President

Signature: [Handwritten Signature] Date: 10/17

Business Entity Name: 911 Vehicle

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____

Address: _____

City: _____ State: _____ ZIP: _____

Contact Person: _____ Telephone: _____

Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. _____ Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes _____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes _____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes _____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes
_____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 6 day of June, 2017, at Arroyo Viejo, CA
Name Don Walters Signature [Signature]
Title President Federal Tax ID No. [Redacted]

ATTACHMENT E
INSURANCE REQUIREMENT



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

- Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
 - Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
 - Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
 - Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
 - Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Don Walters Title: President
Signature: [Handwritten Signature] Date: 6/19/13

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

Business Search - Business Entities - Business Programs - California Secretary of State - Internet Explorer

https://businesssearch.sos.ca.gov/

Business Search - Business E... x

File Edit View Favorites Tools Help

Convert Select

PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Legistar

Skip to Main Content | Skip to Footer

Alex Padilla
California Secretary of State

About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE) Business Search

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Service Options

- Name Availability

Forms, Samples & Fees

- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *
 Search by Corporation Name Search by LP/LLC Name Search by Entity Number

Search Criteria * Search Filter

Search

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information**

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 09, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	911VEHICLE.COM.
Entity Number:	C2160142
Date Filed:	04/12/1999
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	5604 E. LA PALMA AVE
Entity City, State, Zip:	ANAHEIM CA 92807
Agent for Service of Process:	DAN WALTERS
Agent Address:	5604 E. LA PALMA AVE
Agent City, State, Zip:	ANAHEIM CA 92807

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

May 23, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q&A

ITB FS 17-076
One (1) Chevrolet Suburban 4WD

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

1. A request for clarification was submitted by a prospective bidder to confirm if the Motorola radios and other associated equipment mentioned in the upfitting portion of the bid specifications were to be provided by the City or if the Vendor would provide all equipment.

Response: All equipment listed in the bid specifications are to be provided by the Vendor. The City will not supply any equipment for upfitting. Bidders are asked to incorporate costs for all equipment in their bid.

PREPARED BY: Regina Benavides, Buyer II

ACKNOWLEDGED BY: 911 Vehicle
Company Name
Dan Walters
Print Name
[Signature]
Signature
President
Title
6/6/17
Date