BID NUMBER PA-00507

TO: CITY OF LONG BEACH

CITY MANAGER
ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level

Long Beach, California 90802



INVITATION TO BID

LNG, TWO AXLE DUMP TRUCK

contract no. 29914

CONTRACT N
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.
- 2. 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.
- 4. 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.
- 5. 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:	Whittier	UA ON THE	8th DAY OF	November	, 20 06
	CITY	STATE		MONTH	
COMPANY NAME:	Peck Road Tru	ck Center	TIN:		
				(FEDERAL TAX IDENTIFI	•
STREET ADDRESS:	2450 Kella Av	e. CTTY: Whi	ttier	STATE: C	A ZIP: 90601
PHONE:	7, 562-692-7267	FAX:	562-692-0	664	
SI CFF	// mm/		Secretary	/Treasurer	
	(SIGNATURE)			(TITLE)	. •
/ Jeff/J	Jennings (JeffJenni	ngs@PeckRoa	d.com
/	(PRINT NAME)			(EMAIL ADDRESS)	
_ s/	how	<u>.</u>	President	•	
	(SIGNATURE)			(IIILE)	
Arthui	r Fraser	•			
	(PRINT NAME)			(EMAIL ADDRESS)	
	IATURES MUST BE NOTARIZE UT-OF-STATE BID WILL BE CO NOTARIES A		NOTARIAL ACKNOWL	EDGMENT IS ATTACH	
IN WITNESS WHEREOF the of the date stated below.	ne City of Long Beach has caused this	contract to be executed as (required by law as APPF	ROVED AS TO FORM	12/18,2000.
THE CITY OF LONG BEACH	1/////	,		RT E. SHANNON ATTORNEY	
BY //w/	ne A Lille	/2/19/	(Lowa Comunic	×
	r of Francial Management	Da	te	Den	K

BID NUMBER PA-00507

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) 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
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): Ethnic (Check one): OPTIONAL
Black Asian <u>Other Non-</u> 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:
Name of Colorying agency.
INSTRUCTIONS CONCERNING SIGNATURES
and and the court of the compared the form the control of the cont
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.
NOTE: / ALCOHOL FOR MET NEEDED IN DISCONDING TO STATE OF THE PROPERTY OF THE P
INDIVIDUAL (Doing Business As)
Habianour (Politik premiere ten)
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.
b. The owner organization made by health of the configuration of the con
PARTNERSHIP
1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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.
5. Cignitudical industrial in the partitioning to industrial and the control of t
CORPORATION
Sold Old Hell
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.
p. Last organization must be not all the control of
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.
D. Cignitization in the action
A MANUFACTURE OF A PART OF
LIMITED LIABILITY COMPANY
The state of the late of the l
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.

BID NUMBER PA-00507

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Stat	e of	California			
Cou	nty of	Los Angeles		**************************************	
On		11/14/06 DATE	Before me,	Chris NAME, T	TO RUSIAN NOTARY TUBLIC
Pers	sonally ap	opeared			Jennings ME(S) OF SIGNER(S)
•		•		190	wild) or diditing)
₽F	ersonally	known to me - O	perso instru	n(s) whose ment and	the basis of satisfactory evidence to be the name(s) is/are subscribed to the within acknowledged to me that he/she/they he in his/her/their authorized capacity(ies),
-	Eg-	CHRISTINE TOROSIAN COMM. #1454396 Notary Public-California LOS ANGELES COUNTY My Comm. Exp. Dec 6, 2007	and to	that by his/h on(s), or the	er/their signature(s) on the instrument the entity upon behalf of which the person(s) is instrument.
	*****		⊀	IESS metar	d and official seal.
	»		******		d and official seal.
lini ta	eriere <u>l</u> miljer			$\mathcal{C}_{\mathcal{E}}$	SIGNATURE OF NOTARY
					SIGNATURE OF NOTART
-				OPTIONAL	:
Thoughthis fo		low is not required by law,	it may prove valuabk	a to persons relying	on the document and could prevent fraudulent reattachment of
	CAP	ACITY CLAIMED B	Y SIGNER	DI	ESCRIPTION OF ATTACHED DOCUMENT
	INDIVID CORPO	UAL RATE OFFICER			City of Long Beach Bid
	Sec	retary/Treasu	rer		TITLE OR TYPE OF DOCUMENT
	PARTN	· ,···	MITED NERAL	•	
	ATTOR	NEY-IN-FACT			NUMBER OF PAGES
	GUARD OTHER	IAN/CONSERVATO	R		11/08/06
וט	OIHĘK	, ·	•	•	DATE OF DOCUMENT
		IS REPRESENTIN PERSON(S) OR ENTITY(IE			
	Peck	Road Truck C	enter		SIGNER(S) OTHER THAN NAMED ABOVE
					•

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bld, including visits to the Sits prior to submittal of the bld, 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 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 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.

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 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.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

in the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

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 Celifornia 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 the Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

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.

12. 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.

13. 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.

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

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

Please visit http://www.longbeach.gov/diversity for more information on the City's Diversity Outreach Program.

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 Provide	ed:	

Ethnic Factors	of Own	ership: (more than 51%))	
Black	()	American Indian	()
Hispanic	()	Other Non-white	()

Hispanic Asian	(,	Other Non-white Caucasian	()	-
Certified by: Valid thru:						
Dollar value	of p	articipation): \$			

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Circle appropriate designation: MBE WBE

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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE:

NOVEMBER 15, 2006

TIME:

11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

MICHELLE MILLER 562-570-8020

BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

JOHN SEEVERS 562-570-5406

DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy <u>not</u> to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will <u>not</u> be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the <u>apparent</u> low bidder will be posted on the internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

IF	.OTHER	AG	ENCIES	EX	PRESS	AN I	INTEREST	IN
PAF	RTICIPATIN	G	N THIS	BID,	WOULD	YOU	SUPPLY	THE
SA	ME ITEMS.							

YES	X	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.)

18. 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.

- 1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
- 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 the Contractor for such an adjustment must be made within thirty 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 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 defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance 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.
- 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 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.
- 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 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 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 malling 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 Eugene Fong at 562-570-5023 for assistance with the form.

- 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
 - A. 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 City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
 - B. Contractor shall carry on the Work at his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract,
 - C: Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:
 - (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
 - The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.
 - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - (3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's 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 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 the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. 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.

	AXLE DUMP TRUCK
<u>Instructions:</u>	
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 SHALL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.	
General:	
It is the intent of the following specifications to describe a new two axle dump truck:	
The body, finish and fittings shall be the latest model, shall not have been used in demonstrator or other service, and shall be <u>factory standard</u> in all respects not in conflict with the following specific requirements. All work and material furnished shall be subject to the approval of the Fleet Services Bureau.	AS SPECIFIED
➤ These specifications indicate minimum requirements for the needs of the City of Long Beach as concerns this equipment. However, it shall in all respects meet standards and safety requirements established for equipment of this type by the appropriate State and Federal Agencies.	AS SPECIFIED
Evidence of compliance with requirements of these specifications shall be based on manufacturer's data sheets applicable to this equipment. Such data sheets shall be included with and made a part of this quotation including technical data where applicable, in a letter attached to the bid.	
The City of Long Beach reserves the right to determine whether substitutions are within the intent of these specifications and shall reasonably meet the service requirements of the City of Long Beach.	AS SPECIFIED
Bidders shall state the time required for delivery, and bids shall include delivery to the City of Long Beach at 2600 Temple	AS SPECIALD

	XLE DUMP TRUCK
Ave., Long Beach Ca. 90806-2209.	
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".	AS SPECIFIED
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.	AS SPECIFIED
If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equal item no later than three working days before bid opening.	AS SPECIFIED
Conditions:	
The design of the complete unit shall embody the latest approved automotive engineering practices and the workmanship must be of the highest quality in its respective field. The Contractor shall be responsible for the integrity of the completed unit. The unit shall be completely equipped as specified and be ready for immediate service upon delivery.	AS SPECIFIED
The unit shall comply with the latest editions of the California Vehicle Code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Safety	AS SPECIFIED

	LE DUMP TRUCK
Standards, DOT Standards, provisions of Cal/OSH0A, and ANSI Z245.1 Safety Standards. The omission from it's specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the Contractor form their responsibility of furnishing a dump body truck with all of the manufacturer's latest improvements in current production unless specifically, deleted in the specifications. The complete unit(s) and all components shall be standard production items unless otherwise specified.	AS SPECIFIED
Description:	
2007 Model Year two-axle, Cab-over chassis, dump truck, set back front axle, left-hand drive only, with dump type body attached to the truck frame.	AS SPECIFIED
Acceptable Chassis Make & Models:	
Auto Car – WX 42 American La France - Condor	AS SPECIFIED (CONDOR)
Certified GVWR:	
Shall be at least 33,000 pounds.	AS SPECIFIED
Vehicle Lengths:	
Wheelbase shall not exceed 180 inches. Must encompass all California State Laws.	AS SPECIFIED
> BBC shall not exceed 98 inches	AS SPECIFIED
Overall length of complete truck shall not exceed 235" inches.	247"
➤ CA: 135 —140 inches useable or as required by dump body manufacturer.	AS SPECIFIED
➤ Rear frame overhang 51 Inches minimum	AS SPECIFIED
Width:	
Unit shall not exceed maximum legal California width of 102-inches including tarping system or the California legal width for this vehicle type.	AS SPECIFIED
Engine:	
➤ Shall meet 2007 EPA/CARB emission certification. Shall be a LNG powered,	AS SPECIFIED

	Cummins C-Gas Plus engine or approved equal. Turbo charged with at least 280-horse power @ 2,400 RPM with 850 FT-LB of torque at 1,400 r.p.m. with a minimum of 8.3 liters displacement.		AS	SSPECIFIED	
>	Engine shall be compatible with the transmission and driveline and shall be certified by the manufacturer as a specific acceptable combination for heavy-duty service.		AS	SPECIFIED	
>	Engine shall be equipped with electronic controls, and charged air cooler.		A	SPECIFIED	
>	Engine shall also be equipped with full flow type, spin on oil filter with magnetic drain plug, spin on water filter and must be equipped with a 30 second warning before shut down for low oil pressure or high coolant temperature.		 	S SPECIFIED	Y
Engir	ne Air Cleaner:	-: 22:177			
>	Shall by an approved type by the engine manufacturer for engine size specified. Shall be at least 12" or larger dry type or approved equal.		AS	SPECIFIED	
>	Air cleaner shall be the dry type, Farr, Donaldson or approved equal.		AS	SPECIFIED	
>	System shall have a restriction indicator visible to operator in vehicle cabin.		AS	SPECIFIED	
Engi	ne Cooling System:				
	Radiator shall have a minimum area of at least 1,100 square inches and shall be largest, heaviest duty, shutter less, increased capacity system available for the vehicle engine and transmission combination.		AS	SPECIFIED	
>	Cooling system shall be field-tested and certified by the manufacturer for heavy-duty service. And shall include a spin-on type filter with conditioner. The filter base shall have a shut-off valve(s) as needed to service the filter without draining the system.		. A	S SPECIFIED	

LNG, TWO A	XLE DUMP TRUCK
Cooling fan shall be a hydrostatic or air controlled clutch type, high water temperature triggered.	SPECIFIED
All coolant hoses shall be premium EPDM type, such as Gates Green Stripe or Gates Blue Stripe or approved equal, with constant torque stainless steel adjustable hose clamps, Gates PowerGrip SB thermoplastic clamps or approved equal. Silicone hoses are acceptable.	AS SPECIFIED
Alternator:	
Shall be brushless type, one hundred thirty five (135) ampere capacity rated alternator with integral solid-state regulator.	AS SPECIFIED
Starter:	
Delco Remy 42 MT 400 starter with over-crank protection, with magnetic switch for solenoid at or near starter motor or approved equal. Installed with 00 minimum size cables.	AS SPECIFIED
Engine Exhaust System:	
Shall be right side, vertical cab mounted, quiet design type with a rain capped discharge. Overall height of exhaust exit shall be extended 6" above dump body.	AS SPECIFIED
Exhaust system shall be an exhaust system requiring no maintenance, isolated with aluminum or stainless steel protective heat shielding.	AS SPECIFIED
All exhaust piping shall be grade 409 stainless steel.	AS SPECIFIED
Stainless steel band type exhaust clamps shall be used wherever possible.	AS SPECIFIED
Transmission:	
➤ Shall be an Allison Automatic Transmission or approved equal, electronic shift converter type with at least five (5) speeds forward and one (1) in reverse with cast aluminum oil pan with magnetic drain plug. Transmission oil cooler inside radiator and external oil filter,	AS SPECIFIED

	LNG, TWO A	XLE D	UMP	IRUCK
	spin on type.			
>	Transmission shall be compatible with the engine and driveline and shall be certified by the manufacturer as a specific acceptable combination for heavy-duty service.		AS S	SPECIFIED
>	Transmission shall be equipped with an oil level sensor to allow fluid level to be displayed in dash.		AS	SPECIFIED
>	Transmission shall include an engine driven Power Takeoff Drive (PTO) option.	4	4S S	PECIFIED
>	Floor type solid linkage shift selector type is preferable. A Push button type shifter that is approved by the transmission manufacturer is an acceptable alternative.	-	AS .	SPECIFIED
>	The chassis manufacturer prior to delivery of the cab and chassis to the dump body manufacturer shall program the transmission E.C.U.	A	4S S.	PECIFIED
Drive	Shafts:			
Merito round Spice	be needle bearing type of adequate size, or Main Driveline or approved equal with full yokes. minimum. Shaft slip joints shall be r "Glide-Cote" type or approved equal. All ines shall have take-apart flanges.		AS i	SPECIFIED
Steer	ing:			
Shall	meet the following minimums:			
>	Shall be factory left-hand with integral valving.		AS	SPECIFIED
>	Power steering pump shall be gear driven with a steering gearbox shall be at least 20,000 pound rating.		AS	SPECIFIED
>	Acceptable manufacturers or approved equal: Ross Sheppard, or Saginaw brand TRW		AS	SPECIFIED
	Steering wheel shall be able to adjust up, down, and telescope in and out to accommodate drivers of different statures.		AS	SPECIFIED

Assiss	LNG, TWO AX	` -		
<u>Axles</u>	i	ł		,
ı	Front Axie: Arvin Meritor, 14,000-pound minimum, FG-943 single drop axle or approved equal.		Ai	S SPECIFIED
> 	Rear Drive Axle: Arvin Meritor, 19,000-pound minimum rating with a magnetic drain plug, RS-19-144 R-Series tandem rear axle or approved equal.		\boldsymbol{A}	s specified (Single Axle)
	Cont:	ļ		
! ! ! !	Axle Gear Ratio: The gear ratios shall be that this 33,000-pound G.V.W. rated truck can obtain a maximum road speed of 65 MPH at governed engine RPM and can start on a 20% grade when fully loaded. Vehicle shall be capable of pulling a 10% grade at a speed of 15 — 20 MPH fully loaded. A computerized projected engineering performance curve sheet prepared by the engine and transmission manufacturer shall be provided with the bid.			IS SPECIFIED
Suspe	ension:			
>	Front: Minimum 16,000 pound flat leaf springs graphite impregnated with bronze bushings and front shock absorbers.		,	S SPECIFIED
>	Capacities shall equal axle ratings minimum.		4	S SPECIFIED
>	Spring Hangers, if applicable, shall be cast or fabricated steel. Cast iron or aluminum is a acceptable alternative.		A	S SPECIFIED
>	Rear: Airliner, Hendrickson HAS, Neway, Arvin Meritor or approved equal suspension system, 23,000 pound capacity.		2	AS SPECIFIED
Brake	s: Shall meet the following minimums:			
Servic	ce Brakes:			
>	Dual full air, as required to comply with FMVSS in effect at time of manufacture.			AS SPECIFIED
>	WABCO 4S/4M ABS or approved equal with traction control enhancement with drum type S-cam on all axles. Wedge type is not acceptable on any axle.			AS SPECIFIED

PA 00507 CITY OF LONG BEACH **DETAILED SPECIFICATIONS**

, .	LNG, TWO A	XLE DUMP TRUCK
>	Shall have 18.7 CFM minimum capacity water-cooled and engine oil lubricated air compressor with a Bendix D2 governor, or approved equal governor.	AS SPECIFIED
>	Rockwell automatic slack adjusters, or approved equal.	AS SPECIFIED
>	Air dryer shall be an automatic drain system, Bendix or approved equal.	AS SPECIFIED
>	Low air pressure warning light, air gauge, and buzzer in cab. Location shall be approved by City.	
>	All air tanks shall be steel with automatic drain valves on all air tanks.	is specified
>	Automatic air shut off valves shall protect systems from leakdown.	AS SPECIFIED
	ABS trouble shooting connector shall be installed in the vehicle cabin under the left side of the dashboard. Contractor shall provide service manual, electronic testing equipment, electric and air schematics for each truck delivered.	AS SPECIFIED
>	Heavy-duty brake package.	AS SPECIFIED
Eme	rgency Brake:	
>	Shall be Anchorlock spring type, or approved equal.	AS SPECIFIED
>	Anti-compound brake valve shall protect brake system when emergency system is applied.	
>	System shall have a separate reservoir of a capacity that shall provide at least three (3) complete releases of the emergency brakes.	AS SPECIFIED
>	System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station.	
·	System shall hold the vehicle when fully loaded and manned on a 20% grade.	AS SPECIFIED

Wheels:	
Shall be certified by the manufacturer for use with this vehicle.	
➤ Front: Two, 10-hole, hub piloted, 5-hole ventilated or approved equal aluminum wheels to accept 315/80R-22.5 tubeless tires.	AS SPECIFIED
➤ Rear: Four, 10-hole, hub piloted, 5-hole ventilated or approved equal aluminum wheels to accept 315/80R-22.5 tubeless tires.	AS SPECIFIED
One (1) assembled spare front and rear wheel and tire shall be provided for each unit delivered.	AS SPECIFIED
Tires: Minimums: Specify Tire manufacturer and model number.	Michelin XDY3 Both Axles
Front: Two, 315/80R-22.5, premium grade, steel radial, ply casing construction, balanced, tubeless type tires.	AS SPECIFIED
 Rear: Four, 315/80R-22.5, premium grade, steel radial, ply casing construction, balanced, tubeless type tires. 	AS SPECIFIED
Chassis Frame:	
Shall meet the following minimums:	
> Front of cab shall be equipped with towing air connections (service and emergency).	AS SPECIFIED
Single rail frame, minimum 2,430,000 in/lb RBM per rail without reinforcement, or greater if required by the manufacturer. Shall be of sufficient strength to withstand the heavy strains of off-highway dump truck service.	AS SPECIFIED
Cutting of frame in any way to accept engine or other components is an unacceptable construction method unless authorized by the OEM and approved by the City of Long Beach.	AS SPECIFIED

	LNG, TWO A	XLE DUM	P TRUCK	
Addit	ional Truck Chassis Equipment:			
>	Kysor "tem—pressure" or approved equal shut down protection system complete with signal light and alarm bell.	AS	S SPECIFIED	
>	Air horn	A	\$ SPECIFIED	
>	Rear mounted, 20-Ton capacity, rigid mounted, heavy-duty pintle hook. Adequately braced to withstand load rating with chain eyes, mounted 30" above ground.	A	S SPECIFIED	
>	Air brake trailer control lines shall be plumbed to rear of frame. "Glad hands" and a trailer brake control shall be provided. Lines shall be plumbed to service and supply.	2	AS SPECIFIED	
>	Back-up alarm, electric, with motion detector, Cal OSHA approved.		AS SPECIFIED	
.	Front bumper_shall_be_¼"_steel,_painted, with tow hooks.		AS SPECIFIED	
>	Tow hooks shall be frame mounted and of sufficient strength to permit lifting and towing of a fully loaded vehicle without damage to cab assembly or components.		AS SPECIFIED	
>	Air lines for towing shall be plumbed from service and supply to the front bumper with "Amflo" or approved equal brand quick disconnects.		AS SPECIFIED	
	Mudguards shall be provided and installed, to comply with law, and prevent water, mud, and debris from getting on batteries, fuel tank, cab, or rear body steps. Mudguards, properly braced, shall be		AS SPECIFIED	

AS SPECIFIED

installed forward of the rear axle and at

with software for appropriate engine and transmission shall be provided with each unit delivered. The manufacturer shall provide diagnostic training before first unit

> Engine and transmission computerized electronic diagnostic testing equipment

front axle, as applicable.

is delivered.

	LNG, IWO AX	_L_	DUINI	
Fuel	<u> Fanks:</u>			
	Left side mounted LNG fuel tank, Chart Industries HLNG-100 fuel tank or approved equal, DOT approved for use with Liquefied Natural Gas.		A	S SPECIFIED
	Complete methane detection system shall be included per CAL OSHA regulations.		AS	S SPECIFIED
>	Easily accessible fill with body configuration.		A	S SPECIFIED
>	Useable Ninety (90) gallon capacity, LNG stainless steel tank with stainless steel bracketing mounted as far forward as possible.			AS SPECIFIED
Elect	rical:			
Shall	meet the following minimums:			
	Complete system with heavy-duty wiring installed in compliance with SAE codes.		A	S SPECIFIED
>	Twelve (12) volt, negative ground system.		A	S SPECIFIED
>	All electrical wiring connectors shall be automotive double-seal, with wiring in split convoluted loom.		A	S SPECIFIED
>	All soldered wiring connections shall be potted with rubberized covering. Crimp type connectors will be protected with shrink-wrap. <u>Unprotected wiring in any application is unacceptable.</u>		A	S SPECIFIED
>	All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture.		,	IS SPECIFIED
>	System shall be protected with an adequate number of circuit breakers or fuses to evenly distribute the electrical load.		A	S SPECIFIED
>	All wiring shall be loomed and routed the simplest, most direct and most protected way possible with separate accessory and body functions to be frame mounted in a waterproof junction box. No splicing shall be allowed by dump body installer. Wiring shall be supported or clamped at intervals		A	S SPECIFIED

LNG, TWO A	XLE DUMP TRUCK
not to exceed thirty (30) inches.	
Manufacturer shall provide a detailed wiring diagram for both chassis and body with each unit delivered.	AS SPECIFIED
One 12V cigarette type accessory terminal shall be centrally located in the cab on the dash and individually protected by circuit breakers (for radios).	AS SPÆ CIFIED
➤ Trailer electrical connector shall be Phillips or approved equal 15—600 wired in clockwise sequence of (1) ground, (2) stoplight, (3) tail light, (4) left turn signal, (5) right turn signal, and (6) blank. Number (2) stoplight shall be wired to the "cold"	AS SPECIFIED
side of stoplight switch. All wires shall be encased in nonmetallic flexible loom and well supported by frame clips. Trailer plug terminal points shall be potted at trailer plug.	
➤ Battery(s): Shall meet the following minimums. All Batteries shall be frame mounted outside of frame rails as far forward as practical or in a location agreed upon by the City of Long Beach and body builder, in a steel or anodized aluminum box on left or right side, and protected from corrosion and road debris. Battery box cover or liner shall be constructed of a non-metallic material. Battery box shall be primer painted before applying final color coat.	AS SPECIFIED
 Each battery shall be 1950 CCA group 31, heavy-duty maintenance free type, Delco, Gould or approved equal. (3 each) 	AS SPECIFIED
Battery cut-off switch shall be installed on drivers side floor of vehicle cabin.	AS SPECIFIED (At Battery Box)
Lighting:	
All exterior cab and body lighting shall be LED type.	
Where practical all lighting and reflectors shall be mounted in rubber flush mounts.	
➤ All wiring shall be number coded,	
 Each battery shall be 1950 CCA group 31, heavy-duty maintenance free type, Delco, Gould or approved equal. (3 each) Battery cut-off switch shall be installed on drivers side floor of vehicle cabin. Lighting: All exterior cab and body lighting shall be LED type. Where practical all lighting and reflectors shall be mounted in rubber flush mounts. 	

	LNG, INGA	ALL DU	,,,	TROOR
	waterproof, mechanically protected and concealed in channel and/or sealed in conduit. Any time a wire passes through metal, the hole shall have a rubber grommet.	A	S.	SPE CIFIED
>	Rear stop and directional lights shall be mounted at least 60" in height on rear of dump body with appropriate bracketry and protection.			AS SPECIFIED
>	Vehicle shall be equipped with a mid-body turn signals and front and rear identification lights.	A	S	SPECIFIED
>	Flashing beacon shall be a Whelen L31HAF beacon with a L360BGB brush guard or approved equal, with tree limb protection, mounted on top, forward of center of cab roof. Unit shall be installed on cab with "Nutsert" type retainers. No exceptions. Unit must clear cab shield and	A	S	SPECIFIED
	must be clearly visible from 360 degrees. Minimum 1-inch diameter "light on" indicator mounted in the cab in plain view of driver.			4S SPECIFIED
>	Reflectors: All reflectors shall be 3" minimum diameter.		7	
	<u>License Plate</u> : There shall be provision for mounting the front and rear license plate with the rear license plate properly illuminated.	•	A	S SPECIFIED
>	Work lights: Work lights shall be installed on the tailgate to both illuminate the dump bed and work area to the rear.			AS SPECIFIED
/ehic	cie Cab:			
Shall	meet the following minimums:			
>	Current production, cab-over type, with tilting cab assembly, vibration isolated, two (2) man cab at least 89" inches wide with mud flaps at rear of front wheels. Cab shall be same manufacturer as frame rails.		•	AS SPECIFIED AS SPECIFIED
>	Additional optional steps and handholds shall be installed to facilitate cab entry and			

	LNG, TWO A	XLE	DUMP T	TRUCK
	vehicle inspection.			
>	Instrument panel shall include at least the following control and indicator gauges:			
	Fuel gauge, water temperature, oil pressure, oil temperature, engine hour meter and trip integral within driver display, tachometer, speedometer, air pressure, voltmeter, oil pressure activated headlights, dome lights, dash lights, ignition switch with key, heater/defroster, air conditioning, windshield wipers, emergency brakes, hydraulic PTO switch with indicator light, turn signals, horn, hazard lights, night working lights etc.		ASS	SPECIFIED
	Instruments shall be Stewart Warner gauges, Pacific Insight gauges or approved equal.		AS	SPECIF IED
Þ	Warning light(s) at dash shall show hydraulic pump engaged, dump body hydraulic system in operation mode. Location of indicator shall be clearly visible by operator or in a location approved by the City.		AS S	PECIFIED
>	Conventional doors, right and left sides, with adjustable steel hinges with hardened steel pins and grab handles.		AS	SPECIFIED
>	Vehicle shall be equipped with R-134A factory air conditioning with recirculation switch with adequate cooling capacity, and shall cool the cabin to 20 degrees lower than ambient temperature.		AS	SPECIFIED
>	30,000 BTU minimum fresh air heater and integral defroster.		AS	SPECIFIED
>	Main fresh air inlet shall have recirculation filters.		AS	SPECIFIED
>	Full width, or split, windshield(s) and full or split rear cab window(s). All glass except front windshield shall be factory tinted to darkest gradient allowable in California.		41.	S SPECIFIED
<u>></u>	Sun visors, right and left sides.			AS SPECIFIED

	Lito, 14to An	LE DUMP I KUCK
>	Driver's and passengers seat shall be a mid-back air suspension seat utilizing truck air.	AS SPECIFIED
` >	All seats shall be equipped with three point seat belts with retractors and adjustable D rings. Adequate knee and elbow room shall be engineered into the cab design.	AS SPECIFIED
>	Cab sound deadening shall be sufficient so occupants inside of cab shall not be subjected to over 85 DBA per SAE J336A, or Cal OSHA General Orders under full throttle load acceleration. Any sound deadening material used in engine areas shall be resistant to absorption of oil and water and be fireproof.	AS SPECIFIED
>	Upholstery shall be heavy-duty vinyl. Any sound deadening material used in cab interior shall be matching colors.	Non-Slip Floor Covering
 .	Rubber floor mats.	Non-slip Floor Covering
>	Left and right hand door mirrors shall be 6" X 16" 78-03-8 KD or 7010 Signal Stat head "Retract" type or approved equal. Additionally an 8" convex mirror shall be mounted on both right and left side below standard mirror.	AS SPECIFIED
>	Electric dual windshield wipers.	AS SPECIFIED
>	Reflector flare kit mounted in cab, Grote #71422, or approved equal.	AS SPECIFIED
>	10# ABC fire extinguisher.	AS SPECIFIED
>	Shall be equipped with an AM/FM/CD radio with clock and two cab-mounted speakers.	AS SPECIFIED
>	Cab shall be warranted by manufacturer for a minimum of one year after the City of Long Beach in-service date.	AS SPECIFIED
Vehic	ele Dump Body:	
>	The chassis manufacturer shall provide an electrical junction box(s) outside of the vehicle interface module for all dump body electrical connections. The junction box(s) shall have all circuits clearly identified. All	AS SPECIFIED

		VEE DOMIL LIVOCIV	
	chassis to body electrical connections must be made inside of the junction box(s).		-
>	Dump body and components shall be primer painted before final color coat is applied.	AS SPECIFIED	
>	Dump body shall be a minimum of ten feet long and eight feet wide and shall be mounted as far forward as possible.	AS SPECIFIED	
>	Dump body shall be the highest yard capacity allowable for safe operation on the vehicle chassis.	AS SPECIFIED	
>	All body areas shall be adequately reinforced to allow continuous operation with maximum loads and prevent excessive wear and deformation.	AS SPECIFIED	
>	Adequate safety blocks or supports shall be provided and permanently installed underneath dump body.	AS SPECIFIED	. m e
>	Unless otherwise specified all steel used in construction of the assembly shall be a minimum of 10 gauge AR-400.	AS SPECIFIED	
>	Shall be a 10-foot model with a 5 to 6 cubic yard capacity.	AS SPECIFIED	
.>	Inside width shall be 87", outside width shall be 96"	AS SPECIFIED AS SPECIFIED	
>	Sides shall be 26"	1001201122	
>	Tailgate shall be 32"	AS SPECIFIED AS SPECIFIED	
>	Front shall be 40"	ALS ST ECHTIED	
>	All hardware above the floor shall be AR-400 or stainless steel.	AS SPECIFIED	
Body	Sides and Front:	(A) 1 1 C C	٦.
>	Shall be fabricated from 7 ga. AR-40 steel with CX2 Finish, 35,000 PSI yield strength, 85,000 PSI tensile strength	AS SPECIFIED (See Attached Spec. Shee	e1)
➣	Shall have 2" wide board pockets	A SI ECH IED	
>	One piece, reverse bend side construction without external horizontal welds	AS SPECIFIED	
>	One intermediate horizontal pressed in "V" side braces	AS SPECIFIED	
>	Top rail shall be a boxed section integral	AS SPECIFIED	·

LNG, TWO AXLE DUMP TRUCK	to the side, not welded on, dirt-shedding	
,	to the class, not worked and an end-and	
ous AC SPECIFIED	All welds shall be continuous	>
AS SPECIFIED AS SPECIFIED	4" radius front corner pillar	>
sed in brace for AS SPECIFIED	Front shall have a pressed in brace for added strength	>
	p Body Tailgate:	Dump
exed and 100% AS SPECIFIED	Center section fully boxed and 100% welded to the side rails	>
elded on rails are	Top rail and bottom rail integral to the fully boxed center section, welded on rails are unacceptable	>
400 to match the Single Wall AR-400	Inner wall shall be 1/4" AR-400 to match the durability of the floor	>
	All horizontal surfaces shall be a 45- degree dirt shedding design	>
	Shall have sloped top rear comer pillar, 4" x 12-3/4" full depth	>
s Under Structure not Continu	Welds shall be continuous	·
offset forward hall have 1-1/4" AS SPECIFIED 7" Offs	1-1/2" thick upper tailgate hinges shall be 304 stainless steel, offset forward approximately 5" and shall have 1-1/4" stainless steel pivot pins with zerk lubrication	>
ainless steel	Lower latch pins 1-1/4" stainless steel	>
eg slotted chain 400 steel with	Upper and lower dogleg slotted chain keepers shall be AR-400 steel with sufficient plated chain to allow tailgate to lay flat	>
rade alloy steel, AS SPECIFIED	r and Understructure: Floor shall be fabricated from one-piece 1/4" AR-400 ga. high grade alloy steel, 145,000 PSI yield strength, 180,000 PSI tensile strength	Floor ≽
	Floor wings shall be integrated bevels of one piece AR-400 floor plate.	>
AS SPECIFIED	Western (crossmemberless) understructure	>
ice contact areas AS SPECIFIED 1 × /4 <	Longitudinals shall be 8 inch extruded X 12#. All surface-to-surface contact areas shall be fully pre-primered.	>
AS SPECIFIED AS SPECIFIED Under Structure not Continue to hinges shall be offset forward half have 1-1/4" pins with zerk ainless steel to g slotted chain 400 steel with allow tailgate to If from one-piece rade alloy steel, gth, 180,000 PSI to grated bevels of late. SSPECIFIED AS SPECIFIED AS SPECIFIED	All horizontal surfaces shall be a 45-degree dirt shedding design Shall have sloped top rear corner pillar, 4" x 12-3/4" full depth Welds shall be continuous 1-1/2" thick upper tailgate hinges shall be 304 stainless steel, offset forward approximately 5" and shall have 1-1/4" stainless steel pivot pins with zerk lubrication Lower latch pins 1-1/4" stainless steel Upper and lower dogleg slotted chain keepers shall be AR-400 steel with sufficient plated chain to allow tailgate to lay flat rand Understructure: Floor shall be fabricated from one-piece 1/4" AR-400 ga. high grade alloy steel, 145,000 PSI yield strength, 180,000 PSI tensile strength Floor wings shall be integrated bevels of one piece AR-400 floor plate. Western (crossmemberless) understructure Longitudinals shall be 8 inch extruded X 12#. All surface-to-surface contact areas	Floor

Tailga	ite Latch:	- Down Trook
>	Shall be retractable type with minimum 1" AR-400 steel flame cut latch finger.	AS SPECIFIED
>	Air actuated with a 3-1/2" air cylinder installed	AS SPECIFIED
Lights	s and Reflectors:	100000
•	Shall meet Federal FMVSS No. 108	AS SPECIFIED
>	Combination stop/turn taillights shall be recessed and mounted high in rear corner pillars	AS SPECIFIED
·Þ	Clearance lights shall be recessed for protection and mounted in rubber sockets	AS SPECIFIED
>	Wiring shall be one-piece and in a plastic convoluted loom	AS SPECIFIED
Dump	Body Hoist:	
>	Model RC-860, class 60, or approved	AS SPECIFIED
	equal	AS SPECIFIED
>	NTEA Performance Class 50	AS SPECIFIED
>	NTEA Type VII	AC CRECIEIO
>	Standard double acting cylinder	AS SPECIFIED
>	Single chromed cylinder	AS SPECIFIED
>	Cylinder bore 7"	AS SPECIFIED
>	Cylinder stroke 21-5/8"	AS SPECIFIED
>	2-1/4" cylinder shaft diameter	AS SPECIFIED
>	Cylinder shaft is chromed SW85 steel, 85,000 PSI yield strength	AS SPECIFIED
>	Maximum operating pressure 2,000 PSI	AS SPECIFIED
>	Internal bypass shall protect cylinder from damage	AS SPECIFIED
>	Base port size for raise SAE-10 (7/8-14), rod port lower SAE-8 (3/4-16)	AS SPECIFIED
>	Cylinder displacement up 832.2 cubic inches, cylinder displacement down 746.5 cubic inches	AS SPECIFIED
>	Load capacity 17.2 tons for 10' body length	AS SPECIFIED
. >	50 degree dumping angle	AS SPECIFIED
	13-1/2" mounting height	AS SPECIFIED 4 /2 ''

	LNG, TWO A	XLE DUMP TRUCK
>	Hoist shall have patented "Roller Combo" or approved equal design with the initial lift point ahead of the center line of the body, directing the force of the hoist cylinder upwards for more breakaway power before transferring it to a scissors action	AS SPECIFIED
>	Greaseless composite bearings at all critical pivot points	AS SPECIFIED
>	Full-length sub-frame for added stability	AS SPECIFIED
>	Sub-frame shall have 4-3/4" high fabricated "C" channel long-members	AS SPECIFIED 5 1/2"
>	Rear hinge fabricated with 5" x 3" x 3/8" x 36-1/2" structural angle	AS SPECIFIED
>	Hinge pins 1-3/4" x 5-13/16" C1045 with composite bearings with removable hinge pins.	AS SPECIFIED
>	Body prop shall support empty body weight	AS SPECIFIED Dual Props
· >	Hoist weight approximately 795 pounds	AS SPECIFIED
Dum	Body Additional	
>	Ditch gates shall be the guillotine type with an individual handle for each installed.	AS SPECIFIED
>	Prior to completion of dump body by the manufacturer, the tailgate ditch door positioning shall be specified by the City of Long Beach on each dump body installed. Ditch door positioning options shall be:	AS SPECIFIED
	 Three ditch doors, L/H side, R/H Side and Center One ditch door, L/H side One ditch door, R/H side One ditch door, center 	
>	Tail gate latch control shall be in truck cab, air operated, with a warning light.	AS SPECIFIED
>	Bed in up position warning light shall be installed in cabin in a location that is clearly visible to operator or in a location approved by the City.	AS SPECIFIED

	LNG, TWO AX	LE DUMP TRUCK
>	Body shall have turn signals built into rear vertical posts (LED type).	AS SPECIFIED
>	Dump body shall have automatic electric canvas covers for loose loads. "Pull Tarps" or approved equal.	AS SPECIFIED Aero Easy Pull
>	All hoses shall be installed and protected in such a way as to prevent damage.	AS SPECIFIED
>	Body shall be warranted bumper to bumper by manufacturer for a minimum of five years from the City of Long Beach inservice date.	AS SPECIFIED
>	Dump body hydraulic system pump shall not be engaged until engine is at idle and then operated when transmission is in gear. The chassis manufacturer shall install the programming option and group that best match the application described in the specifications.	Standard Hot Shift P10
>	Shall comply with all applicable Cal OSHA and Federal Regulations, be standard production.	AS SPECIFIED
. >	<u>Cabshield</u> Shall be a half cab shield	AS SPECIFIED
>	Shall be 7 gauge AR-400 steel, with CX2 Finish, 35,000 PSI yield strength, 85,000 PSI tensile strength	AS SPECIFIED
>	Shall be full width, 88-1/2" wide	AS SPECIFIED
>	Shall attach by welding 100% with stainless steel welding wire	AS SPECIFIED
>	Shall project over cab (24")	AS SPECIFIED ·
. >	Horizontal portion shall have a 9-degree slope	AS SPECIFIED
Dum	p Controls:	
	be equipped with interior controls. Lever no cables.	AS SPECIFIED
Hydr	aulic Tank and System:	
>	Pump shall be a single stage Commercial P-51, or approved equal, steel constructed, driven off the transmission capable of 28 GPM at 1200 RPM.	AS SPECIFIED Commercial P-20 10 GPM 10 Gat Tank

	LNG, TWO A	XLE DUMP TRUCK
	(Aluminum housing or components are not acceptable).	AS SPECIFIED
>	Maximum operating pressure shall be 2,500 p.s.i.	AS SPECIFIED
>	Hydraulic system shall incorporate adjustable relief valves to protect all components.	AS SPECIFIED
•	All hydraulic tubes shall be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses shall conform to S.A.E. standards for designed pressure. Bends shall not be less than recommended by S.A.E standards. Flat spots in hoses are not acceptable.	AS SPECIFIED
>	All high-pressure hoses shall be sheathed with fabric protective covering.	AS SPECIFIED
>	The return line filter shall include a filter by-pass monitor, which shall alert the operator or service personnel when the filter is in need of replacement.	
>	A hydraulic pump shutdown system shall also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode.	AS SPECIFIED
>	All hydraulic schematics shall be provided per built unit.	AS SPECIFIED
>	Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Long Beach in-service date.	AS SPECIFIED
Hydra	aulic Reservoir:	
>	Hydraulic reservoir shall be a minimum of 22 gallons with internal access for repair or cleanout. Tank shall have protected sight glass with temperature indicator built into sight glass.	
>	Tank shall have a shut-off valve on the suction side.	
	A high-pressure filter shall be installed on	l on intake Side

LNG, 1740 A	KLE DUMP TRUCK
the discharge side of the pump.	
> A 16-micron filter shall be in the return line.	AS SPECIFIED
System shall have a 100-micron mesh suction strainer with magnet.	AS SPECIFIED AS SPECIFIED
Shall have drain at bottom of tank.	ASSPECIFIED
Hydraulic Control valves:	
Shall be electric over hydraulic.	Manual
Paint:	
PRE-PAINT INSPECTION	
Dump Body After painting the City of Long Beach shall send three inspectors to the dump body manufacturer's plant for a final pre-delivery inspection to verify that both manufacture and installation of the dump body onto the cab & chassis is in compliance with the City of Long Beach's specifications. All expenses shall be paid for by	AS SPECIFIED D&H - San Diego Peck Road to handle
the dump body manufacturer including food, lodging and travel.	
Cab Painting: The cab shall be primer painted with a finish topcoat of standard manufacturers white. All surfaces shall receive at least a four mil. thickness coating of Dupont 2000 or approved equal	AS SPECIFIED
Frame	
The frame shall be primer painted with a topcoat of gloss black acrylic enamel with hardener.	AS SPECIFIED
Dump Body Painting: ➤ The dump body, excluding any bright metal or chromed accessories, shall be painted with a top-coat of standard manufacturers black. All surfaces shall receive at least a four mil. thickness coating of Dupont 2000 or approved equal.	AS SPECIFIED
Compliance:	
The vehicle purchased, at time of manufacture, shall meet all applicable sections of the U.S. code of Federal Regulations (CFR), including	AS SPECIFIED

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Design and Vehicle Certification, Federal Motor Vehicle Safety Standards (FMVSS), U.S. environmental Protection Agency (EPA) exhaust emission discharge regulations applicable to the design and manufacture of this size and type Heavy Automotive Vehicle.	AS SPECIFIED
The vehicle purchased, at time of manufacture, shall also meet all applicable laws and regulations of the State of California. This shall include, but not limited to, the California code of Regulations (CCR), Title 13, Motor Carrier Safety Regulations, Southern California Air Quality Management District, California Vehicle Code and the California Air Resources Board (CARB).	AS SPECIFIED
Vehicle Welding:	
All welding procedures used throughout the construction of the entire vehicle, including materials, qualifications and training of personnel, shall be within all applicable Guidelines and Standards of both the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS). Structural welding of steel shall meet AWS D1.1-83 and structural welding of aluminum shall meet AWS D 1.2-83.	AS SPECIFIED
Contact surfaces of all welded materials shall be clean, and free of grease, paint, rust and scale. Rough edges shall be ground to a smooth finish after all welding on the vehicle. A copy of the manufacturer's "Mill Specification Report" shall be provided with bid package. No Exceptions	AS SPECIFIED
Warranty:	
➤ Vendor shall identify the warranty repair facilities capable of handling warranties on equipment, including chassis, dump body, engine, transmission and all related components. All repair facilities shall be within a 50-mile radius of Long Beach City Hall	AS SPECIFIED
➤ The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 5 years after date unit is placed in service. The	AS SPECIFIED

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	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.	AS SPECIFIED
. >	Warranty shall begin when the City of Long Beach places the unit in service.	AS SPECIFIED
>	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.	AS SPECIFIED
>	Engine shall have a 5-year warranty.	AS SPECIFIED
>	Transmission shall have a 5-year warranty.	AS SPECIFIED
>	Hydraulic cylinders shall have a 5-year warranty.	AS SPECIFIED
>	The frame and fasteners shall have a lifetime warranty.	 AS SPECIFIED
>	Prior to delivery of the first vehicle manufacturer shall provide a complete listing of all serialized components.	AS SPECIFIED
>	Manufacturer shall include part numbers for all consumables and shall include belts, filters and hoses.	AS SPECIFIED
Warra	nty Performance:	
>	The Contractor shall provide service within one (1) working day after notification by telephone.	AS SPECIFIED
	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. The City shall be reimbursed by the Contractor an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.	AS SPECIFIED
>	The vehicle manufacturer shall furnish all warranty documentation to the City.	 AS SPECIFIED

 Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall return all defective parts to his supplier. 	
 Outside vendor repair facility parts and labor billing shall go directly to manufacturer. 	
Plans and Engineering Conference:	
Within 30 days after the Contract has been awarded, the manufacturer shall participate in an engineering meeting at which time the entire specification for the equipment shall be reviewed by both the manufacturer and the City of Long Beach Fleet Manager so both parties fully understand how the equipment shall be made.	•
Plans and Engineering Conference Cont:	
This meeting shall be held at a mutually agreed upon time at the City of Long Beach Fleet Services Yard located at 2600 Temple Ave., Long Beach, California 90806. All expenses shall be paid by the Contractor including food, lodging, and travel for the Contractor or manufacturer's representative.	
Legals:	<u> </u>
Contractor shall furnish a certified weight slip with each completed vehicle. AS SPECIFIED	
 Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of delivery. 	
Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment. AS SPECIFIED	
Contractor must supply to City of Long Beach with a certified weight distribution analysis that verifies the legal payload of vehicle is in compliance with	
the California bridge law.	

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Training:	
Within 45 days after receipt of the first vehicle by the City of Long Beach the Contractor shall provide the following:	
One full day of training to all vehicle operators.	AS SPECIFIED
Prior to receipt of the first vehicle by the City of Long Beach and no later than 30 days before delivery the successful bidder shall be required to provide the following:	
One full day of preventative maintenance and specialized repair training of the vehicle and installed equipment to all Fleet Services personnel assigned to the vehicle type.	AS SPECIFIED
Specialty Tools and Repair Manuals:	
Contractor shall supply a minimum of two each, computer software, computer hardware, service manuals, parts manuals, bumper to bumper color coded air, electrical, and hydraulic schematics per build.	AS SPECIFIED
Liquidated Damages:	
The first unit shall be delivered within 220 days after the issuance of the purchase order. Time is of the essence. Failure to deliver on time shall subject Contractor to liquidated damages in the amount of \$125 per day per vehicle. Refusal of liquidated damages could cause rejection of bid.	AS SPECIFIED
Upon delivery of the first unit all others will follow at a rate of (1) one unit per week until order is complete.	AS SPECIFIED

WE ARE PLEASE TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

SUMMARY OF BID ITEMS

\$ 158,787.53 COST F	PER VEHICLE INCLUDING OPTIONS	
\$ <u>13,099.97</u> SALES	TAX (CALIFORNIA 8.25%)	
\$ 171,887.50 TOTAL	COSTER PER VEHICLE INCLUDING TAX	
	Body Available for \$29,361.00 20 days (12/04/06).	
YOU MUST STATE THE MAKE AND MODEL YOU ARE BIDDING. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.		
2007/2008 Americ	an LaFrance Condor	
Delivery: calendar days after receipt of order (if time shown is more than 220 calendar days after receipt of order, the bid may be rejected).		
PAYMENT TERMS: 1% Discount - 25 Days		
WARRANTY: 5 Years		
Bid release date Last day to submit quest Bid Closes	October 25, 2006 tions November 6, 2006 November 15, 2006	

ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO
MICHELLE MILLER, BUYER, VIA EMAIL
MICHELLE MILLER@LONGBEACH.GOV OR FAX TO 562-570-5099.