

BID NUMBER ITB FS-22-006

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: MICHELLE KING

411 West Ocean Boulevard, 1ST Floor
Long Beach, California 90802



INVITATION TO BID

**Autocar Xpeditor, CNG, Highway Line
Striper Truck**

36238

CONTRACT NO.

1. 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.

3. 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 CITY CA STATE ON THE 5 DAY OF April MONTH, 20 22

COMPANY NAME: Los Angeles Truck Centers, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2429 S. Peck Road CITY: Whittier STATE: CA ZIP: 90601

PHONE: (562) 447-1200 FAX: _____

S/ [Signature] (SIGNATURE) _____ Chief Financial Officer (TITLE)

Bryan Kobus (PRINT NAME) _____ BKobus@vvgtruck.com (EMAIL ADDRESS)

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

James C. Barker (PRINT NAME) _____ CBarker@vvgtruck.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
Digitally signed by Sandra Tsang-Palmer Date: 2022.04.29 14:07:19 -07'00' Date

APPROVED AS TO FORM April 27th, 2022.
CHARLES PARKIN CITY ATTORNEY
[Signature] Anita Lakhani, Deputy

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: MICHELLE KING

411 West Ocean Boulevard, 1ST Floor
Long Beach, California 90802



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- 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.
- 3. **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.

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CITY STATE MONTH

COMPANY NAME: Los Angeles Truck Centers, LLC TIN: _____
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2429 S. Peck Road CITY: Whittier STATE: CA ZIP: 90601

PHONE: (562) 447-1200 FAX: _____

S/ [Signature] Chief Financial Officer
(SIGNATURE) (TITLE)

Bryan Kobus BKobus@vvgtruck.com
(PRINT NAME) (EMAIL ADDRESS)

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

James C. Barker CBarker@vvgtruck.com
(PRINT NAME) (EMAIL ADDRESS)

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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 _____ Date
Director of Financial Management

APPROVED AS TO FORM
April 27th, 2022
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Anita Lakhani, Deputy

BID NUMBER ITB FS-22-006

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

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

- 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 submitted electronically in our electronica bidding system on or before the due date. Bids will not be accepted after the date and time stated herein. You are REQUIRED to MAIL ONLY the signed WET signature page, notary document or any additional documents for signatures. YOU CANNOT DELIVER TO CITY HALL

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: MICHELLE KING
411 W OCEAN BLVD, 1st Floor
LONG BEACH CA 90802

BID DUE DATE: DECEMBER 16, 2021

TIME: 11:00 am

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

<u>MICHELLE KING</u>	<u>(562) 570-6020</u>
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly 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 are in the bid document. 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 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.)

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

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.

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.

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

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. 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.

- 30. 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 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. 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

One (1) current model Autocar ACMD highway line striper equipment body. (See Appendix A)

BID TIMELINE – All times are Pacific Time

Bid release date:	November 12, 2021
Questions due:	November 30, 2021 by 11:00 AM
Response from the City to bidder	December 7, 2021
Bid due date:	December 16, 2021 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)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)
- Local Preference Program (Attachment G)

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 NUMBER ITB FS-22-006

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.

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: Michelle King
411 West Ocean Boulevard, 1st Floor
Long Beach, CA 90802

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

ITB FS-21-006 AUTOCAR HIGHWAY LINE STRIPER.

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, October 3, 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: Michelle King 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 be made by e-mail, mail or fax . 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 a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

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. §§ 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).

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.

PAYMENT TERMS

Net 30 ; 0 % discount in 30 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: Ron Creighton

Contact Direct Phone: (909) 510-4406 o (562) 755-6108 m

Contact Fax: (562) 447-1544

Contact E-mail: rcreighton@vvgtruck.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 27

**CITY OF LONG BEACH
 FS 21-006
 AUTOCAR HIGHWAY LINE STRIPER CNG
 UNIT 1239**

APPENDIX A

	COMPLY YES NO	COMMENTS/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 SHALL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	Comply	
<p><u>General</u></p> <p>It is the intent of the following specifications to describe a new autocar highway striper CNG truck:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. Evidence of compliance with requirements of these specifications and those of the above agencies 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. Bids shall be considered on equipment complying substantially with these specifications, provided all deviations are stated and all substitutions are described, including technical data where applicable, in a letter attached to the bid. The City of Long Beach reserves the right to determine whether such 	Comply Comply Comply	

**CITY OF LONG BEACH
 FS 21-006
 AUTOCAR HIGHWAY LINE STRIPER CNG
 UNIT 1239**

APPENDIX A

COMPLY
 YES NO COMMENTS/EXCEPTIONS

<p>substitutions are within the intent of these specifications and shall reasonably meet the service requirements of the City of Long Beach.</p> <p>4. All bids must be submitted in duplicate including manufacturer's data sheets and brochures.</p> <p>5. Bidders shall state the time required for delivery, and quotations shall include delivery to the City of Long Beach at 2600 Temple Ave., Long Beach Ca. 90806.</p>	<p>Comply</p> <p>Comply</p> <p>Comply</p>		
<p>Description</p> <p>Shall be (1) one current model Autocar ACMD Xpert low entry cab forward with setback front axle, tilt cab, left-hand drive only, two axles, CNG dedicated, cab and chassis with equipment highway line striper body attached to the truck.</p>	<p>Comply</p>		<p>2023 Autocar ACMD</p>
<p>BRAND NAMES:</p> <p>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 equivalent".</p> <p>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.</p>	<p>Comply</p> <p>Comply</p>		
<p>Conditions: The design of the complete unit shall embody the latest approved automotive engineering practices and the workmanship must</p>	<p>Comply</p>		

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<p>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. The unit shall comply with the latest editions of the California Vehicle Code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Safety Standards, DOT Standards, provisions of Cal/OSH0A, and ANSI Z245.1 Safety Standards. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the Contractor from their responsibility of furnishing a roll off 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.</p>	<p>Comply</p>		
<p><u>CERTIFIED GVWR:</u> Shall be at least 35,000 pounds.</p>	<p>Comply</p>		<p>37,000 lb. GVWR</p>
<p><u>CALIFORNIA LEGAL PAYLOAD:</u> Shall be capable of transporting a minimum California Legal Payload 15,500 lbs. The weight shall be demonstrated on certified scale with truck at of delivered. Note: Successful bidder shall supply the City of Long Beach with a certified weight distribution analysis that verifies the payload. <u>No Exceptions</u></p>	<p>Comply Comply</p>		
<p><u>Wheelbase:</u> Shall not exceed 185" inches.</p>	<p>Comply</p>		<p>With BTC CNG System Required 229" Wheelbase per Body Supplier.</p>
<p><u>Length:</u> Shall accommodate a 185" Highway line striper body equipment or equivalent.</p>	<p>Comply</p>		

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<p><u>Width:</u></p> <p>Unit shall not exceed maximum legal California width of 96"-inches.</p>	Comply		Rear Enclosed Cab = 102". This is required for Visibility Purposes around Chassis Cab. CA is legal @ 102"
<p><u>Length:</u></p> <p>Unit shall not exceed body length of 216" inches</p>		No	Unit Length = Cab BBC 104" + Body = 233" Total = 337"
<p><u>Engine:</u></p> <p>Shall be a Cummins L9N '18, or approved equal, dedicated CNG, 4 cycle, turbo charged with at least 300-horse power, 860 ft. lbs. of torque at 2100 r.p.m. Engine shall be compatible with the transmission and driveline and shall be certified by the manufacturer as a specific acceptable combination for heavy-duty stop and go highway striper truck. Engine servicing shall be accessible without tilting cab. Engine shall be equipped with electronic controls and charged air cooler. Engine shall also be equipped with full flow type, spin on oil filter, spin on water filter and must be equipped with a 30 second warning before shutting down for low oil pressure or high coolant temperature. Engine must have 350-ft. lbs. of torque available at idle.</p>	Comply		
<p><u>Engine Air Cleaner:</u></p> <p>Shall be 13" or larger horizontally mounded, dry type, approved by engine manufacturer. System shall have a restriction indicator visible to operator on dash. Intake shall be above cab roofline with an appropriate cover, filter, and strainer.</p>	Comply		

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<p><u>Engine Cooling System:</u></p> <p>Shall be largest, heaviest, increased capacity system available for engine and transmission specified, minimum 725 square inch bolted tank or approved equal. Cooling shall be field tested and certified by the manufacturer for heavy-duty stop and go highway striper service truck. System shall include a spin on type cooling system filter.</p>	<p>Comply</p>		
<p><u>Engine Exhaust System:</u></p> <p>Shall be stainless steel heat shielded, left side vertical mount, quiet design type with an appropriate elbow or rain cap at exit and extended above roof of cab and roll off body. No flex joint accepted.</p>	<p>Comply</p>		
<p><u>Transmission:</u></p> <p>Shall be automatic, torque converter type with at least six (6) speeds forward and one (1) in reverse with cast aluminum, or approved equal, low ground clearance, oil pan. Controls to be electronic shift. The chassis manufacturer shall install the programming option and group that best match the application described in the specifications. The chassis manufacturer prior to delivery of the cab and chassis to the body manufacturer shall program the transmission E.C.U. The chassis manufacturer shall provide an electrical junction box(s) outside of the vehicle interface module for all highway line striper electrical connections. The junction box(s) shall have all circuits clearly identified. All chassis to body electrical connections must be made inside of the junction box(s). Transmission shall be equipped with an oil level sensor to allow fluid level to be displayed in dash. Allison transmission 3000RDS or approved equal, electronic shift type push button keypad, oil cooler inside radiator and external oil filter, spin on type.</p>	<p>Comply</p>		<p>Allison 3000RDS</p>

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<p><u>Frame:</u></p> <p>Shall meet the following minimums:</p> <ol style="list-style-type: none"> 1. Shall be of channel construction. 2. Shall be of sufficient strength to withstand the heavy strains of highway line striper service. 3. Huck bolted construction with full-length liner on frame rails. <u>Welded construction unacceptable.</u> 4. Frame shall have 120,000 PSI yield strength minimum. 5. Shall be 10.7" inch minimum section modulus per rail. 6. Shall have a minimum of 2,600,000 RMB per side rail minimum. NO EXCEPTIONS. Bidder must provide frame rail SM and RBM with bid submittal or they will be considered non-responsive. 7. Cutting of frame in any way to accept engine or other components is an unacceptable construction method unless OEM authorized and approved by the City of Long Beach. 	<p>1. Comply</p> <p>2. Comply</p> <p>3. Comply</p> <p>4. Comply</p> <p>5. Comply</p> <p>Comply</p> <p>Comply</p>	
<p><u>Axles:</u></p> <p>Front: Shall be 16,000-pound minimum rating and be equipped with double acting shock absorbers. Plastic oil caps not acceptable.</p> <p>Rear: Shall be a 23,000-pound minimum rating with a magnetic drain plug.</p> <p>Ratio: The ratios shall be capable of obtaining a maximum road speed of 65 MPH at governed engine RPM and can start on a 20% grade when fully loaded and manned. 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</p>	<p>Comply</p> <p>Comply</p> <p>Comply</p>	<p>*Meritor RS26-185 26,000 lb.</p>

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<p>the engine and transmission manufacturer shall be provided with the bid.</p>			
<p><u>Brakes Service:</u></p> <p>Shall meet the following minimums:</p> <ol style="list-style-type: none"> 1. Drum type on all axles. 2. Front of cab shall be equipped with towing air connections (service and emergency). 3. Shall have 18.7 CFM minimum capacity water-cooled and engine oil lubricated air compressor with a Bendix D2 governor or approved equal governor. 4. Air dryer shall be an automatic drain system, Clear Drain, or approved equal. 5. Low air pressure warning light, air gauge, and buzzer in cab. 6. Automatic drain valves on all air tanks. 7. Automatic air shut off valves to protect systems from leak down. 8. Shall be Bosch, or approved equal, ABS brake package. ABS trouble shooting connector shall be installed on left side of cab under dashboard. Contractor shall provide service manual and air schematics per build on first truck delivered. <p><u>Emergency:</u></p> <ol style="list-style-type: none"> 1. Anti-compound brake valve shall protect brake system when emergency system is applied. 2. System shall have a separate reservoir of a capacity to provide at least three (3) complete releases of the emergency brakes. 3. System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station. 	<ol style="list-style-type: none"> 1. Comply 2. Comply 3. Comply 4. Comply 5. Comply 6. Comply 7. Comply 8. Comply <ol style="list-style-type: none"> 1. Comply 2. Comply 3. Comply 		

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<p>4. System shall hold the vehicle when fully loaded and manned on a 20% grade.</p>			
<p><u>Suspension:</u></p> <p>Front:</p> <ol style="list-style-type: none"> 1. 16,500 LB. flat leaf springs, graphite impregnated bronze bushings. 2. Capacities shall equal axle ratings minimum. 3. Spring Hangers, if applicable, shall be cast or fabricated steel. <u>Cast iron or aluminum is unacceptable.</u> <p>Rear:</p> <ol style="list-style-type: none"> 1. Hendrickson PAX EX-262 26,000 LB. capacity air ride suspension. NO EXCEPTIONS. 	<p>1. Comply</p> <p>2. Comply</p> <p>3. Comply</p> <p>Comply</p>		
<p><u>Steering:</u></p> <p>Shall meet the following minimums:</p> <ol style="list-style-type: none"> 1. Shall be factory left-hand. 2. Shall be power with integral valving. 3. Power steering pump shall be gear driven. 4. Steering gearbox shall be at least 16,000-pound rating. Ross, Sheppard, Saginaw brand, TRW or approved equal. 5. Turning radius shall have at least a 47-degree wheel cut. NO EXCEPTIONS. 6. There shall be adequate leg, thigh, and elbowroom at steering wheel. 7. Steering wheel shall be able to adjust up, down, and telescope in and out to accommodate drivers of different statures. 	<p>1. Comply</p> <p>2. Comply</p> <p>3. Comply</p> <p>4. Comply</p> <p>5. Comply</p> <p>6. Comply</p> <p>7. Comply</p>		
<p><u>Drive Shafts:</u></p> <p>Shall be needle bearing type of adequate size, Spicer Main Driveline with half round yokes.</p>	<p>Comply</p>		

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<p>minimum. Shaft slip joints shall be "Glide-Cote" type or approved equal. All drivelines shall have taken-apart flanges.</p>		
<p><u>Wheels:</u></p> <p>Shall be certified by the manufacturer for use with this vehicle.</p> <ol style="list-style-type: none"> 1. Front: Two (2) ten (10) tapered hole "Budd" type, 5-hole ventilated or approved equal, aluminum alloy wheels to accept 315/80R X 22.5 tubeless tires. 2. Rear: Four (4) ten (10) tapered hole "Budd" type, 5-hole ventilated or approved equal, aluminum alloy wheels to accept 315/80Rx22.5 tubeless tires. 4. All wheels shall be aluminum alloy. 5. One (1) spare front and rear wheel shall be provided when delivered. 	<p>1. Comply</p> <p>2. Comply</p> <p>4. Comply</p> <p>5. Comply</p>	
<p><u>Tires:</u></p> <p>Minimums</p> <ol style="list-style-type: none"> 1. Front: Two (2) 315/80R X 22.5 LR"L" premium grade, steel radial ply casing construction, balanced, tubeless type. 2. Rear: Eight (4) 11R X 22.5 LR"L" premium grade, steel radial 16 ply casing construction tubeless type. 	<p>Comply</p> <p>Comply</p>	
<p><u>Electrical:</u></p> <p>Shall meet the following minimums:</p> <ol style="list-style-type: none"> 1. Twelve (12) volt, negative ground system. 2. System shall be protected with adequate circuit breakers. Fuses unacceptable. 3. All wiring shall be loomed and routed the simplest, most direct, and most protected way with separate accessory and body 	<p>1. Comply</p> <p>2. Comply</p> <p>3. Comply</p>	

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<p>functions to a frame mounted weatherproof junction box. <u>No splicing shall be allowed by highway line striper body installer.</u> Wiring shall be supported or clamped at intervals not to exceed thirty (30) inches.</p> <p>4. One positive and one negative accessory terminal shall be centrally located on the dash and individually protected by circuit breakers (for radios).</p> <p>5. <u>Manufacturer shall provide color-coded wiring diagram per build with first unit delivered.</u></p>	<p>4. Comply</p> <p>5. Comply</p>	
<p><u>Alternator:</u></p> <p>Shall be not less than two hundred (200) ampere manufacturer's rated capacity with external rectifier and R-stator terminal.</p>	<p>Comply</p>	
<p><u>Starter:</u></p> <p>Delco Remy 39 MT W/OCP starter, or approved equal, with magnetic switch for solenoid at or near starter motor with 00 minimum size cables and overheat protection.</p>	<p>Comply</p>	<p>Delco Remy 12V 31-MT</p>
<p><u>Battery(s):</u></p> <p>Shall meet the following minimums:</p> <p>1. All Battery(s) shall be 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 road debris. Battery box cover or liner shall be constructed of a non-metallic material.</p> <p>2. Each battery shall be 900 CCA group 31, heavy-duty maintenance free type, Delco, Gould or approved equal. (2 each)</p> <p>3. Battery cut-off switch to be provided.</p>	<p>Comply</p> <p>Comply</p> <p>Comply</p>	

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4.	Instruments shall be Stewart Warner "Delux" or approved equal.	Comply		
5.	Conventional doors, right and left sides, with no piano style hinges and brass or stainless-steel pins. Grab handles shall meet FMCSR 399 requirements.	Comply		
6.	30,000 BTU fresh air heater and integral defroster. Full width windshield(s) and rear cab window(s). All glass shall be tinted.	Comply		
7.	Sun visors, right and left sides.	Comply		
8.	Left side driver's seat shall be ISRI - high back, mech. or air ride w/arm rest and lumbar support.	Comply		
9.	Right side driver's seat shall be ISRI - high back, mech. or air ride w/arm rest and lumbar support.	Comply		
10.	Both 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.	Comply		
11.	Upholstery shall be heavy-duty cloth. Any sound deadening material used in cab interior shall be matching colors. Any sound deadening material used in engine areas shall be resistant to absorption of oil and water and be fireproof.	Comply		
12.	Factory Power windows and Power locks.	Comply		
13.	Mirrors shall be West Coast style. Mirrors will be heated and motorized. Additionally, an 8" convex mirror shall be mounted on both right and left side below standard mirror.	Comply		
14.	Electric dual windshield wipers.	Comply		
15.	Cab tilt mechanism shall be hydraulic or electric. Tilt shall be at least 60 degrees and expose engine and components for repair.	Comply		
16.	Front bumper shall be painted to match cab color, with tow hooks, frame mounted, and of sufficient strength to permit lifting and towing of a fully loaded vehicle without damage to cab assembly or components.	Comply		

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17.	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.	Comply	
18.	Engine/transmission electronic diagnostic equipment with software for appropriate engine and transmission shall be provided with first unit delivered. The manufacturer shall provide diagnostic training before first unit is delivered.	Comply	
19.	Vehicle to be equipped with factory air conditioning.	Comply	
20.	Shall be equipped with an AM/FM/WB/MP3/CD/USB and Bluetooth radio.	Comply	
21.	Cab shall be warranted by manufacturer for a minimum of one year from the City of Long Beach in-service date.	Comply	
22.	An additional control pad shall be installed on the right-hand side of operator. Location shall be determined at time of bid award.	Comply	
<u>Additional Truck Chassis Equipment:</u>			
1.	Back-up alarm, Cal OSHA approved.	Comply	
2.	Reflector flare kit mounted in cab, Grote 71422, or approved equal. Warning light(s) at dash shall show hydraulic pump engaged and body hydraulic system in operation mode.	Comply	
3.	5# ABC fire extinguisher	Comply	
4.	Rear vision camera 3rD Eye Mobile Vision model AWT1020T, and monitor model number AWT07MLEDT. Cameras shall be located on middle rear of body, Left and Right side of the cab, side cameras shall be flash with body.	Comply	
		No	PTO system not Required

	COMPLY		COMMENTS/EXCEPTIONS
	YES	NO	
<u>Rear Enclose Cab:</u>			
1. The rear of the Chassis shall be equipped with an Enclosed Air Conditioned Striping operators Cab 60" deep X 96 " wide x 74" Height 45 degree visibility corners at the front right and left corners of the cab. This cab shall be independent of the main platform lowered for better visibility. the cab shall be structurally mounted to the truck main rails with grade 8 mounting hardware 8- 5/8" Mounting bolts minimum	Comply		Exceeds - 60" x 102" x 74"
2. Operators cab shall be equipped with a roof mounted combination Air Conditioning/Heating unit. The Air Conditioning shall be a Visionaire 7070 or equal. 36000 BTU cooling 30000 BTU Heating. The air conditioning compressor shall be engine driven from the Auxiliary engine	Comply		
3. The enclosed cab shall have one rear door, all surface areas inside the rear cab perimeter not covered in glass shall have heat and sound insulation.	Comply		
4. The roof of the rear cab shall be double paneled and internally insulated for better heat absorption	Comply		
5. Rear operators cab shall include all AS2 safety glass. Window locations shall be: a- 2- Behind each rear operator. 24" x 24" Minimum 35% tint b- 2- 45 Degree Corners 14" x 48" Minimum 50% tint Tinted half way top down. c- 2-Sliding windows 50% Tinted Operators windows. d- Upper and lower door windows for rear visibility 50% tint	Comply		
6. The rear /operators platform area shall include a center rear ladder for access to the operator stations.	Comply		
7. The rear cab design shall provide for good line visibility before and after the sprayed lines	Comply		

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<u>Auxiliary Engine and Air Compressor:</u>		
1. Shall be a minimum V-8 engine CARB certified industrial engine off highway with independent water cooled, for the hydraulic system and the screw compressor, this engine shall have independent minimum of 30 gallons CARB approved fuel tank.	Comply	5.7 Liter GM or 6.2 Liter Ford as Available 50 Gallon Fuel Tank
2. Engine shall have approved enclosure system to suppress noise	Comply	
<u>Air System:</u>		
1. The air compressor shall be a minimum of 80 CFM hydraulic operated screw air compressor mounted adjacent to the gasoline engine on a forklift removable platform.	Comply	
2. The air compressor system shall include a minimum 6 gallon ASME pressure vessel with automatic moisture drain, mounted forward on the striper platform with the air compressor street side and the engine mounted curb side	Comply	
3. An oilier shall be installed in all air lines going to the solenoid valves that actuated the guns. All paint guns shall be actuated with electronic-solenoid operated air valves	Comply	
4. Each gun carriages shall be equipped with adjustable 33CFM air blower assembly	Comply	
5. The air compressor model shall be a Boss compressor model infinity 80 part number 20168 or approval equal.	Comply	
<u>Hydraulic System:</u>		
1. The hydraulic supply pump shall be a variable volume, pressure compensated, piston pumps with a maximum displacement of 4.0 cubic inches per revolution. This piston pump shall include a minimum 2.33 CI/rev piggy back gear pump for the air compressor operation. This pump shall be driven off the auxiliary engine and supply all the hydraulic requirements for	Comply	

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<p>the paint pump and auxiliary equipment as required.</p>			
<p>2. The main hydraulic pump and hydraulic accessories shall be plumbed in a closed center circuit, with each paint pump having its own shut-off and pressure control valves.</p>	Comply		
<p>3. All paint pump controls shall be located with easy reach of the operator while seated in the operator seat. Each paint pump shall have a liquid filled pressure gauge in full view of the operator</p>	Comply		
<p>4. The hydraulic reservoir shall be a minimum capacity of 12 gallons and be equipped with a suction line strainer and a return line throw-away type filter with a built-in by pass</p>	Comply		
<p>5. The hydraulic system shall be minimum HK-10-80 Hydra-kool hydraulic conditioning system for correct hydraulic oil conditioning of the hydraulic fluid</p>	Comply		
<p>6. the hydraulic system shall include an additional 66GPM, 53K BTU Hydraulic cooler for free hydraulic temperature</p>	Comply		
<p>7. Hydraulic system temperature shall maintain a steady hydraulic running temperature under 180 degrees at 120 Degrees ambient</p>	Comply		
<p>8. All main hydraulic lines shall be high pressure hose or tubing capable of withstanding working pressure to 2000 PSI</p>	Comply		

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<u>Skip line controller:</u>			
1. The paint line controller is a microprocessor based control unit. The unit shall be equipped with 2- microprocessor based skip controller and controllers be a skip-line model SC-12 or approval equal. It will allow remote electrical control of the pain and bead spray guns.	Comply		
2. The pain controllers shall be equipped with 5- stripping gun control switches, the units shall include bead on/off control option, a digital speedometer shall be standard in both boxes.	Comply		
3. The system shall be capable of raised pavement marker layout with the option of a mid-spot reflector.	Comply		
4. The striping computer shall incorporate air blowers switches, and allow for raising and lowering of the gun carriages and permit the application of various line patterns.	Comply		
5. The system shall retain programmed and accumulated information. Even if the emergency (master) switch is activated or the unit is removed from the vehicle.	Comply		
6. The unit shall operate entirely upon 12 VDC.	Comply		
7. Skip system pulses driven by the vehicle drive line no other methods shall be allowed.	Comply		
8. Calibration to the vehicle is performed electronically by the controller programing	Comply		
9. The controls and functions of the controller shall be programmable by means of membrane touch panel switches to the nearest 1 of a foot.	Comply		
10. The unit shall be capable of accuracy to within 1 of a foot at speed up to 40 MPH. Paint and cycle lengths may be varied from 1 ft to 99.9 ft. there shall be provisions for reset to zero or instant start of striper for full cycle lengths. Also, there shall be provision for instant off.	Comply		
11. The controller may be configured to begin the painting cycle with the paint line of the skip interval.	Comply		
12. There shall be provision to move the striper/cycle function ahead or back while the	Comply		

	COMPLY YES	NO	COMMENTS/EXCEPTIONS
<p>vehicle is in motion (Advance or retard of the stipe)</p> <p>13. The controller will be equipped with a LCD display having capability of displaying 20 characters. The intensity of the display shall be variable to accommodate for changes in ambient light conditions.</p> <p>14. Vehicle speed to nearest 1MPH and time will be displayed simultaneously on the readout of the controller, and odometer function will indicate the total distance the vehicle has striped in feet</p> <p>15. The controller will accumulate and display upon command the total length on feet of the paint applied by each individual pain gun, and the total length of feet of paint by all guns. The controller shall provide for delay of glass bead application for complete coverage of painted lien. Both right and left control boxes must be interchangeable.</p> <p>16. Pump stroke counters shall be included in the system. For controlled accountability for striping flow rates.</p> <p>17. The system shall include a GPS for date transfer of information.</p>	Comply		
<p><u>Spray and Control Equipment:</u></p> <p>The spray equipment shall be electronically controlled of toggle switches and solenoid valves. The switches shall be installed in a metal enclosure at the rear operator station. A master kill switch shall be located in the truck cab. All electrical wiring shall be run using protective split loom and properly secure.</p>	Comply		
<p><u>Paint Storage</u></p> <p>1. 220 Gallons paint shall be carried on board of the paint striper in (4) 55 gallon drums. The paint drums shall have right and left side</p>	Comply		

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<p>removable storage corrals with DOT approved securement.</p> <p>2. Each color system shall have a built in recirculation and priming system designed to circulate the traffic paint for mixing purposes, the valves for the Recirculation/Priming shall include carbide seats for durability, standard ball valves for recirculation are not acceptable. All plumbing shall be Stainless Steel or Chemically resistant materials</p>	Comply		
<p><u>Paint Strainer:</u></p> <p>1. Pre-filters shall be supplied for each paint system and installed in the paint pump suction line. The strainers must be readily accessible with sufficient clearance for servicing strainer element. The strainer shall have a valve on the inlet side to isolate the strainer for servicing. The strainer shall be stainless steel with a minimum flow rate of 25GPM</p> <p>2. A 6000 psi high pressure paint filter (ARO Ingersoll rand model 651418-70 15GPM) shall be provided with 70 mesh stainless element on each paint pump. To include nitrogen charged 30 cubic inch stainless steel rebuildable surge suppressor, these shall be installed in the paint high pressure line on the discharge side of each of the airless paint pump.</p>	Comply Comply		3-30 Cubic Inch Stainless Surge Suppressor to be Furnished with EPR Bladder For Water Base Traffic Paint. Rebuild-able Bladder Type Recommended.
<p><u>High Pressure Paint System:</u></p> <p>1. Three (3) high pressure paint filters shall be provided with stainless steel replaceable element</p> <p>2. Three (3) nitrogen charged piston style paint accumulators shall be installed in the paint high</p>	Comply Comply		Note: If (3) Nitrogen Piston Style Paint Accumulators are not Required, Deduct \$5,500.00 from Bid Price before Taxes.

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<p>pressure line on the discharge side of each of the airless paint pumps</p> <p>3. Paint Guns: The paint guns shall be high pressure 5000 PSI with stainless steel fluid sections. These guns shall have covered needles. The paint gun upper piston shall be sealed by "O" ring design no Diaphragms allowed. These airless guns shall be double acting. In design. There shall be seven (7) paint guns. Five (5) shall be mounted on the left carriage assembly capable of painting three (3) lines in two colors simultaneously. Each gun on the gun carriage assemblies are to be mounted to swing upward if struck by a solid object. The guns are to be adjustable vertically and laterally for line width and spacing. On the left-hand outrigger two guns shall be white beaded, two guns shall be yellow beaded and one gun shall be black un-beaded.</p> <p>4. Two (2) high pressure paint guns shall be mounted on the right-hand outrigger. These guns will be mounted in the same manner as the left-hand mounted guns. These guns shall be one black and one glass beaded white gun</p> <p>5. Each paint gun shall include electric actuators raising and lowering 4". Controllable from the Paint striping computer</p> <p>6. All paint guns shall be in clear view of the operator</p>	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>	
<p><u>Paint Pumps</u></p> <p>1. Three (3) Titan/Speed flow (or approval equal) high pressure hydraulic driven SST high-pressure paint pumps shall be provided. The pump shall have a maximum capacity of 13 GPM and a maximum output paint pressure of 2000 PSI. All wetted parts in these pumps shall be stainless steel</p> <p>2. Electroless Nickel plated or hardened chrome. Titan/Speedflow Model 441-315A or approval equal.</p>	<p>Comply</p> <p>Comply</p>	<p>Note: If Stainless Steel Pumps are not Required, deduct \$6,000.00 from Bid Price before Taxes.</p> <p>441-31SA 8.6 GPM. (Also Standard for Striping Industry Airport Services).</p>

CITY OF LONG BEACH

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APPENDIX A

AUTOCAR HIGHWAY LINE STRIPER CNG

UNIT 1239

	COMPLY YES NO	COMMENTS/EXCEPTIONS
<p>3. Loading pumps shall be three (3) 90 GPM ingersoll Rand 666150244-C stainless steel with 1 1/2" Chemically resistant loading hoses. Lid loading with camlock connections, 12' paint suction assembly with tote cam-lock adapters.</p>	Comply	Note: Should not be Used. Truck has Paint Drums. If not Required, deduct \$6,000.00 from Bid Price before Taxes.
<p>4. Plumbing: All rigid plumbing is to be stainless steel and use sanitary fittings or hoses that will allow easy dis-assembly of the system. All paint suction hosing shall be chemically resistant to the material being used.</p>	Comply	Note: Would be Supplied as a Portable Loading Station.
<u>Paint Guns:</u>		
<p>1. The paint guns shall be high pressure 5000 psi with stainless steel fluid sections, These guns shall have covered needles. The paint gun upper piston shall be seal by O ring design, No diaphragms allowed. These airless guns shall be double acting in design. Shall be (7) paint guns, five (5) shall be mounted on the left hand gun carriage assembly capable of painting (3) lines in two colors simultaneously, each gun on the gun carriage assemblies are to be mounted to swing upward in struck by the solid object. The guns are to be adjustable vertically and laterally for line width and spacing. On the left hand outrigger two guns shall be white beaded, two guns shall be yellow beaded and one gun shall be black un-beaded.</p>	Comply	
<p>2. Two (2) high pressure paint guns shall be mounted on the right hand outrigger. These guns will be mounted in the same manner is the left hand mounted. Shall be one black and one glass beaded white gun.</p>	Comply	
<p>3. Gun risers shall be furnished for all airless spray guns. The risers shall be capable of rising and lowering the airless guns 4" minimum</p>	Comply	
<p>4. All guns shall be clear view of the operator</p>	Comply	
<p>5. Paint gun models shall be handok, HDAG-05-02- or approval equal</p>	Comply	
<u>Spray Carriage:</u>		

**CITY OF LONG BEACH
 FS 21-006
 AUTOCAR HIGHWAY LINE STRIPER CNG
 UNIT 1239**

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COMPLY
 YES NO

COMMENTS/EXCEPTIONS

<p>1. A side mounted spray gun carriage shall be provided along left and right side of the machine to support spray guns and sphere dispensers for edge line and Centerline/lane line applications. The carriages shall be retractable to within the overall vehicle width and lifted off the roadway for high speed transport. The carriage(s) shall have an outward reach of 4'</p>	Comply		
<p>2. The gun carriages shall be constructed of Square tube diamond shaped hydraulically extendable carriage assembly with replaceable guide wheels. (UHMW covered main support tubes will not be acceptable)</p>	Comply		
<p>3. A tire and wheel aviation style assembly shall mount on a castoring axle which shall support each carriage and maintain it at a fixed height from the road surface. A parallelogram system shall maintain the spray guns normal to the road surface at all times. A hydraulic lift cylinder controlled from the operator's position to raise and lower the carriage. No chains allowed</p>	Comply		**Pneumatic Lift.
<p>4. The gun carriage shall include an auto lock carriage mechanism locking the carriage up when in the full inside position.</p>	Comply		
<p>5. The gun carriage shall be built in such a way as not to have any framework obstructing the forward view of the paint guns. Flat bar parallelograms/linkage system shall not be allowed. Due to wear and stability</p>	Comply		
<p>6. The gun carriage location shall be forward of the rear tires</p>	Comply		
<p>7. Control of the outriggers will be by hydraulic orbit type steering valves and cylinders and hand steering wheels located at each operator's stations</p>	Comply		
<p>8. Both gun carriages shall include a carriage raising feature when the truck is put into reverse the right and left gun carriages shall automatically raise while backing</p>	Comply		

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 AUTOCAR HIGHWAY LINE STRIPER CNG
 UNIT 1239**

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	COMPLY YES NO	COMMENTS/EXCEPTIONS
<p><u>Bead System:</u></p> <ol style="list-style-type: none"> 1. The unit shall be equipped with a 2100 lb. Pressurized bead tank. This tank shall be capable of 80 psi operating pressure. The container shall have a 0-160 PSI pressure gauge and a 125 PSI pressure relief valve. The container shall have a minimum 9" diameter lid opening. The tank diameter shall be 34". The bead outlet port shall be 2" NPT with shut off valve. 2. This bead tank shall include 3-2" visible sight glasses for 1/4, 1/2, 3/4 full 3. The beads shall be moved by air pressure from the bead tank to the bead guns 4. A vacuum bead loading system with an approximate capacity of 200# of glass beads per minute will be included in the glass supply system. This vacuum bead system shall be operated using compressed air into a jet pump. No moving parts other than control valves shall be allowed 5. The glass filling system shall include a 12' long, 2" ID fill hose with male and female quick coupler fittings on one end and a 36" long 2" OD x 1-7/8" ID steel tubing attached to the suction end. And a new unused, 55-gallon drum and bag splitter and screen strainer shall be supplied 6. There shall be 3 bead guns on the left carriage, 1 bead guns on the right carriage. The bead guns shall be coordinated with the paint guns for simultaneous operation of the required pattern and shall give uniform bead coverage to the painted lines. The bead system shall include a 2-stage air dryer system, shall include a self-expelling moisture trap and a La-Man 111 cfm air dryer or equal. 7. The bead system air supply shall also include a finned type air cooler with fan prior to air entrance into the bead tank 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>	<p>**80 PSI Safety Valve</p>

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COMPLY
 YES NO

COMMENTS/EXCEPTIONS

	COMPLY YES NO	COMMENTS/EXCEPTIONS
<p><u>Front Guide:</u></p> <p>The front Guidance system shall be controlled through remote camera operation. This camera system shall include 2-20" telescopic cameras these cameras mounted on the right and left of the truck facing forward. shall be Varifocal in design from 9-22MM adjustability Camera model USASSC Model# US-759ACHZ35W or approval equal. The System shall include a A/B switch to change from left to right guidance. The monitor to the system shall be a 10.1" Monitor 1024x600/1280x800 Resolution, or approval equal. The system shall include a standard Crosshair generator for adjustable line guidance precision. All controls shall be front driver/operator controlled</p>	Comply	
<p><u>Intercom System:</u></p> <ol style="list-style-type: none"> 1. An intercommunication system shall be furnished to provide a means of vocal communication between the driver of the vehicle and the operators of the striping equipment. 2. This system shall be wireless headset type. Three (3) voice activated headset total. Two headsets will be provided for the rear operators positions with two ear muff speaker and one will be provided for the vehicle operator with a single ear muff speaker. Sigtronics model SPA-400 intercom system designed for highway paint stripers or approval equal. 3. Intercom system with Bluetooth technology, model Eartec UL413 system model or approval equal. \opl 	Comply Comply Comply	Note: Duplicated Intercom. See Item #1. If Wireless is Required, add \$1,200.00 to Bid Price Before Taxes
<p><u>Air Take-Off</u></p> <p>A quick disconnect air take- off fitting shall be mounted on both left and right side of the platform</p>	Comply	
<p><u>Nitrogen Charging Station:</u></p>		

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 AUTOCAR HIGHWAY LINE STRIPER CNG
 UNIT 1239

	COMPLY YES NO	COMMENTS/EXCEPTIONS
<p>The unit shall include a standard 40Cf Nitrogen charging bottle (Charged) and a standard nitrogen charging kit for charging of the nitrogen surge suppressors. System controls and Pressure gauge shall be included with a plastic carrying case</p>	Comply	
<p><u>Water Tank:</u> Water Tank System: 30 Gallon Polyethylene Tank with a 2.2GPM 12VDC water pump with stainless filter. This system shall be for filter and top flushing and general clean out of the system. Two (2) water outlets these shall be located on the right and left side of the truck</p>	Comply	
<p><u>Tool Boxes:</u> There shall be 2 aluminum deck mounted tool boxes mounted on the right and left side of the truck forward of the Drum Rack/Corral. These tool boxes shall be 24" x 18"x 20" Keyed alike</p>	Comply	
<p><u>Rear Hose Reel Package:</u></p> <ol style="list-style-type: none"> <li data-bbox="138 1228 812 1522">1. The Unit shall be equipped with one (1) 1/4" x 50' 3000 PSI Air Less Paint Reel this reel shall be equipped with 1/4" x 50' 3000Psi Static Grounded airless Paint spray hose. The reel shall be located at the rear of the paint striper. The paint supply line shall be a color swappable hose allowing for this reel to operate with all system colors. <li data-bbox="138 1522 812 1774">2. The Package shall be equipped with a 2 Finger contractor duty airless hand gun with base hose swivel. The gun shall be equipped with an 18" heavy duty gun extension and airless gun tip with tip guard. A standard gun holster shall be provided to contain the airless gun assembly. <li data-bbox="138 1774 812 1837">3. This assembly shall be designed for water base traffic paint service 	Comply Comply Comply	

COMPLY
 YES NO

COMMENTS/EXCEPTIONS

LIGHTING:			
1. Body Lighting: All cab and body lighting shall be LED type rubber flush mounted type. Rear stop and directional lights shall be mounted in rear bumper with appropriate bracketry and protection. Backup, tail and stoplights shall be rubber flush mount type. Clearance lights shall be rubber flush mount. Vehicle shall be equipped with a mid-body turn signal and front and rear identification lights, if required. All wiring shall be number coded, 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.	Comply		
2. Reflectors: Conspicuity shall be use around the base of the bed with an aluminum base.	Comply		
3. License Plate: There shall be provision for mounting the license plate, properly illuminated.	Comply		
4. 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 installed forward of the rear axle and at front axle, as applicable.	Comply		
5. Work lights: Seven (7) Whelen Pioneer Work lights with pedestal, model PSL1PB shall be installed to illuminate highway line stripers system.	Comply		
6. Rear Hazard Lights: Two (2) Whelen M7A with chrome flange shall be mounted at the upper rear portion of body.	Comply		
7. Arrow Board: The truck shall be equipped with 2 arrowboards they shall not exceed 13.6" in the up position. The arrowboard(s) shall be a 36" x 72" 25 light LED arrowboard Low Profile located on the Headboard of	Comply		

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		COMPLY YES	NO	COMMENTS/EXCEPTIONS
8.	the body The control of the arrowboard(s) shall be at the front driver position. This arrowboard shall be facing forward. The truck shall be also equipped with rear facing arrowboard mounted to the rear of the Enclosed cab and also shall be 90 degree low profile arrowboard. Installation shall be in a manner not to hit the rear operators head when entering or exiting the rear operators cab	Comply		
9.	The unit shall be equipped with 4-Whelen model MC11PA Amber light bars 2-mounted at the rear of the trucks cab and (2) at the front right and left of the striper platform. Controlled from the driver position	Comply		
Paint:				
1.	Cab: The cab excluding wheels, frame, and any bright metal or chromed accessories, shall be painted standard manufacturers white. All surfaces to receive at least a four mil. thickness coating of No. 817, or approved equal, per requirements of the South Coast Air Quality Management District of California. Dupont Corlar 5,000-epoxy primer, or approved equal, shall be used under all polyurethane enamel topcoats.	Comply		
2.	Body: The body excluding any bright metal or chromed accessories shall be painted white. All surfaces to receive at least a four mil. thickness coating per requirements of the South Coast Air Quality Management District of California.	Comply		
3.	Frame: The frame shall be painted with a 2 part polyurethane semi-gloss black enamel with hardener.	Comply		
<u>Acceptable Cab and Chassis Make:</u>				
Autocar Expert ACMD Class 8		Comply		2023 Model Year

COMPLY
 YES NO

COMMENTS/EXCEPTIONS

	COMPLY YES NO	COMMENTS/EXCEPTIONS
<p><u>Compliance:</u></p> <p>The vehicle purchased, at time of manufacture, shall meet all applicable sections of the U.S. code of Federal Regulations (CFR), including 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.</p> <p>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).</p>	<p>Comply</p> <p>Comply</p>	
<p><u>Vehicle Welding:</u></p> <p>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 Vehicle Welding: (continued)</p> <p>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. 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</p>	<p>Comply</p> <p>Comply</p>	

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 AUTOCAR HIGHWAY LINE STRIPER CNG
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	COMPLY YES NO	COMMENTS/EXCEPTIONS
manufacturer's "Mill Specification Report" shall be provided with bid package. <u>No Exceptions</u>		
<u>Warranty:</u>		
1. Manufacturer shall identify a single point warranty repair facility approved by the City of Long Beach within a 20-mile radius of Long Beach City Hall. Such single point warranty facility shall be capable of handling all warranties on equipment including chassis, roll off body, engine, transmission and all related components.	Comply	
2. The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 1 years from date unit is placed in service. 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.	Comply	
3. Warranty shall begin when the City of Long Beach places the unit in service.	Comply	
4. 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.	Comply	
5. Engine shall be provided with a 5 year / 150,000 mile extended warranty whichever comes first.	Comply	
6. Transmission shall be provided with an 5 year unlimited miles extended warranty.	Comply	
7. The frame and fasteners shall have a 5 year warranty.	Comply	
8. Manufacturer shall provide a complete listing of numbers for all belts, filters and hoses.	Comply	
9. Hydraulic pump and valves shall have 2-year warranty from date in service.	Comply	
<u>Warranty Performance</u>		

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COMPLY
 YES NO

COMMENTS/EXCEPTIONS

<ol style="list-style-type: none"> 1. The contractor shall be required to provide service within five (5) working days after notification by telephone. 2. If the contractor does not acknowledge after three (3) 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 paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers. 3. The vehicle manufacturer shall furnish all warranty documentation to the City. 4. Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall take full responsibility for returning any defective parts to his supplier. 5. Outside vendor repair facility parts and labor billing to go directly to manufacturer. 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>		
<p><u>Plans and Engineering Conference:</u></p> <p>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 personnel so both parties fully understand how the equipment shall be made. 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 absorbed by the contractor including Food, lodging, and travel for the contractor or manufacturer representative.</p>	<p>Comply</p>		
<p><u>Inspection Trips:</u></p>			

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	COMPLY YES NO	COMMENTS/EXCEPTIONS
<p>Prior to painting, the City of Long Beach shall send 3 inspectors to the manufacturer's plant for a final pre-delivery inspection to verify that the PRE-PAINT INSPECTION: Highway Line Striper truck has been manufactured and is in compliance with the City of Long Beach's specifications.</p>	Comply	
<p><u>Legals:</u></p> <ol style="list-style-type: none"> 1. Contractor shall furnish a certified weight slip with each completed vehicle. 2. Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of bid award. 3. Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment. 4. Successful bidder must supply the 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. 5. Contractor shall furnish all paperwork necessary for DMV registration at time of delivery. <u>(no exceptions)</u>. 	Comply Comply Comply Comply Comply	
<p><u>Training:</u></p> <p>Successful bidder shall be required to train operators one full day and to train mechanics in preventative maintenance and specialized repair of equipment one full day.</p>	Comply	
<p><u>Specialty Tools and Repair Manuals:</u></p> <p>Successful bidder shall supply any specialty tools, computer software, service manuals, parts manuals, bumper to bumper color-coded air, electrical, and hydraulic schematics as per build, with first truck delivered.</p>	Comply	

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 AUTOCAR HIGHWAY LINE STRIPER CNG
 UNIT 1239**

APPENDIX A

COMPLY
 YES NO COMMENTS/EXCEPTIONS

<p>Liquidated Damages: The first unit shall be delivered within 240 days of the issuance of the purchase order and receipt of the chassis from the chassis manufacturer. If these conditions are not met there will be a \$100 a day penalty per unit charged to the successful bidder. Upon delivery of the first unit all others will follow at a rate of (1) one unit per week until order is complete.</p>		<p>No</p>	<p>Completed Unit Estimated to 330 Days ARO. This is due in whole to current supply chain and chassis component availabilities.</p>
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Attachment A

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 180 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.

Los Angeles Truck Centers, LLC

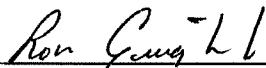
Business/Contractor/Agency

Ron Creighton

Name of Authorized Representative

Fleet & Municipal Sales Manager

Title of Authorized Representative



Signature of Authorized Representative

December 10, 2021

Date

r20141001

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 Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants 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 anytime, 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 562-570-6200***

Rev 12.11.13



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

ATTACHMENT B

Reference Information Form

Client/Contractor Name County of Riverside

Project Manager/Contact Name Michael Smith E-mail mismith@rivco.org Ph. No. _____

Address 2950 Washington Street Riverside, CA. 92504

Project Description TRI-2000LT ROAD STRIPER BODY

Project Dates (Start and End) 9/17/2021 Contract Term(s) _____ Contract Amount \$187,314.20 Body Only.

Client/Contractor Name Cat Tracking Inc.

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Attachment C

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

[Form must be signed and dated]

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number																					
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Employer identification number																					
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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 ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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

ATTACHMENT E

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. Failure to submit this proof will 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:
 - 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



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

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

- o 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: Ron Creighton

Title: Fleet & Municipal Sales

Signature: *Ron Creighton*

Date: December 10, 2021

Attachment E

EQUAL BENEFITS ORDINANCE DISCLOSURE

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 is 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: Ron Creighton Title: Fleet & Municipal Sales

Signature:  Date: December 10, 2021

Business Entity Name: Los Angeles Truck Centers, LLC

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Los Angeles Truck Centers, LLC Federal Tax ID No. [REDACTED]
Address: 2429 S. Peck Road
City: Whittier State: CA. ZIP: 90601
Contact Person: Ron Creighton Telephone: 909-510-4406
Email: rcreighton@vvgtruck.com Fax: 562-447-1544

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 10 day of December, 2021, at Whittier, CA

Name Ron Creighton

Signature *Ron Creighton*

Title Fleet & Municipal Sales

Federal Tax ID No ██████████

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

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

Alex Padilla
California Secretary of State

Business Entities (BE)

Business Search

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

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](#)

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

ATTENTION LONG BEACH BUSINESS OWNERS:

In order to help support the success of businesses in Long Beach such as yours along with local jobs, the City of Long Beach has a local preference provision.

In bids for materials, equipment, supplies and nonprofessional services, Long Beach-based businesses meeting the criteria set forth below may have their bid price reduced by ten percent solely for the purpose of determining the lowest responsible bid (if selected as the winning bid, you would be paid based upon your actual bid price, not the reduced price).

The maximum preference a bidder may be awarded pursuant to this Section and any other provision of law shall be ten percent (10%). However, in no case shall the maximum preference cost under this Section exceed ten thousand dollars (\$10,000.00) for any bid.

The City Purchasing Agent has determined that the local preference is applicable to this Invitation to Bid. (The local preference does not apply to bids for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California. This section shall not apply to purchases made pursuant to Section 1801 and 1807 of the City Charter and to bids for public works, as that term is defined in Section 1720(a) of the California Labor Code.)

If your business qualifies for the local preference, please certify your eligibility by signing on the space provided below and attaching copies of the following documents to your bid package:

1. A current, valid business license from the City of Long Beach showing a place of business within the city limits; and
2. A current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.

CERTIFICATION

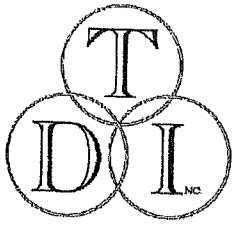
I certify that I possess a current valid City of Long Beach business license and a current valid seller's permit, both showing a place of businesses in the City of Long Beach, and that I am eligible for the City of Long Beach local preference.

Ron Creighton
Signature

Ronald J. Creighton
Printed Name

December 10, 2021
Date

Fleet & Municipal Sales
Title



TRINITY DIVERSIFIED INC.
MANUFACTURER'S WARRANTY

EXTENDED 24 MONTH LIMITED WARRANTY

TRINITY DIVERSIFIED INC. WARRANTS EACH NEW PAINT MACHINE OR COMPONENT SOLD TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE AND SERVICE FOR A PERIOD OF TWENTY FOUR(24) MONTHS FROM THE DATE OF SHIPMENT FROM THE FACTORY. THE LIABILITY IS LIMITED TO REPLACING, REPAIRING, OR ISSUING CREDIT(AT THE MANUFACTURERS DISCRETION) FOR ANY LINE STRIPER/STENCIL TRUCK BODY OR COMPONENT AT A POINT DESIGNATED BY THE MANUFACTURER. AT NO TIME SHALL A DEFECTIVE COMPONENT BE RETURNED WITHOUT PRIOR WRITTEN CONSENT FROM THE MANUFACTURER.

THIS WARRANTY DOES NOT OBLIGATE THE MANUFACTURER TO BEAR ANY TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS.

THIS WARRANTY SHALL NOT APPLY TO ANY LINE STRIPER OR COMPONENT WHICH HAS BEEN INSTALLED OR OPERATED IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, NOR TO ANY LINE STRIPER OR COMPONENT WHICH HAS BEEN ALTERED, REPAIRED, NEGLECTED OR USED IN ANY WAY, WHICH IN THE MANUFACTURERS OPINION, ADVERSELY AFFECTS ITS PERFORMANCE, NOR TO ANY LINE STRIPER OR COMPONENT IN WHICH PARTS NOT MANUFACTURED OR APPROVED BY THE MANUFACTURER HAVE BEEN USED, NOR TO ANY ACCESSORIES INSTALLED ON THE LINE STRIPER OR COMPONENT WHERE THE ACCESSORY MANUFACTURER HAS ITS OWN WARRANTY, NOR TO NORMAL MAINTENANCE SERVICES OR REPLACEMENT OF NORMAL SERVICE ITEMS SUCH AS V-BELTS, PUMP PACKINGS, HOSE REEL, PAINT JOINTS, INTERNAL PAINT GUN PARTS, BRAKE PADS, TIRES, SPROCKETS, CLUTCH DISCS, HYDRAULIC FILTERS(SUCTION AND RETURN), STANDARD LUBRICATION SERVICE. MANUFACTURER RESERVES THE RIGHT TO MODIFY, ALTER, AND IMPROVE ANY LINE STRIPER OR COMPONENT WITHOUT INCURRING ANY OBLIGATION TO REPLACE ANY LINE STRIPER OR COMPONENT PREVIOUSLY SOLD WITH OR WITHOUT MODIFIED, ALTERED, OR IMPROVED EQUIPMENT.

THE MANUFACTURER IS IN NO EVENT LIABLE TO LOSS OF USE, LOSS OF TIME, WAGES PAID, INCONVENIENCE, LOSS OF PROFITS, EXPENDITURES, TRAVEL, OR LODGING.

THIS WARRANTY AND THE MANUFACTURERS OBLIGATION HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY. INCLUDING ALL OTHER WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. AND ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING SPECIAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY LINE STRIPER OR COMPONENT TO OPERATE PROPERLY. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR ASSUME ANY ADDITIONAL OBLIGATION ON THE BEHALF OF THE COMPANY UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE MANUFACTURER.

14550 S. Main St. Gardena, CA 90248
PHONE#: (562) 432-7888
FAX#: (562) 432-7338

Model
TRI-3300LT
TRUCK WEIGHT CALCULATION

CUSTOMER:City Of Long Beach
12/9/2021 11:41 AM

	A	B	C	D	E	F
1	ITEM	SIZE	WEIGHT	L.W.	MOM. ARM	MOM. LOADED
2						
3	PAINT CORRAL	1	650	650	205	133,250
4	80 CFM AIR COMPRESSOR	1	300	300	114	34,200
5	ARROWBOARD REAR	1	500	500	308	154,000
6	ARROWBOARD FRONT	1	200	200	79	15,800
7	TOOL BOXES	3	30	90	164	14,760
8	PAINT	220	14.5	3,190	205	653,950
9	HYDRAULIC PUMP PACKAGE	1	2100	2,100	118	247,800
10	REAR CONTROL PANEL	1	90	90	257	23,130
11	PLATFORM	1	3000	3,000	196	588,000
12	OPERATOR'S CANOPY	1	1300	1,300	282	366,600
13	OPERATOR'S STATION	3	110	330	295	97,350
14	GLASS BEAD TANK	1	395	395	156	61,620
15	GLASS BEADS	2100	1	2,100	156	327,600
16	AIRLESS PUMP(S)	3	130	390	227	88,530
17	LOADING PUMP(S)	0	62	0	141	0
18	CARRIAGE, Street Side	1	650	650	151	98,150
19	CARRIAGE, Curb Side	1	550	550	151	83,050
20	TRUCK FUEL	60	6	360	60	21,600
21	CAMERA SYSTEM	1	130	130	105	13,650
22	FRONT AXLE	1	9900	9,900	0	0
23	REAR AXLE	1	3850	3,185	199	633,815
24	AUX FUEL TANK	1	125	200	105	21,000
25	FUEL	50	6	300	60	18,000
26	REAR OPERATORS	2	250	500	241	120,500
27	HYDRAULIC TANKS	1	110	110	106	11,660
28	HYDRAULIC OIL	25	7	175	106	18,550
29	REAR FENDERS	2	50	100	199	19,900
30	PRE-FILTER SYSTEM	1	105	105	217	22,785
31	FRONT OPERATOR	1	250	250	0	0
32	HOSE REEL SYSTEM	1	85	85	199	16,915
33	FIRE EXTINGUISHER	1	18	18	250	4,500
34	PLUMBING	1	75	75	175	13125
35	TOTAL			31328		3923790
36						
37		LOAD	% LOAD	Ratings	% of Legal	
38	FRONT AXLE LOAD	11610.462	37%	16000	73%	
39	REAR AXLE LOAD	19717.538	63%	21000	94%	
40	TOTAL LOAD	31328	100%	37000	87%	
41						
42						
43	CHASSIS	Autocar Xpert ACMD42				
44	WHEEL BASE			199		
45	GVWR			36000		

WEIGHT CALCULATION STUDY FOR TRI-3300LT CITY OF LONG BEACH

Line Item Subtotals

	Section Title	Line Total
Vehicles		\$454,429.3800
Fees		\$46,590.5800
	Grand Total	\$501,019.9600