

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

1 AGREEMENT

2 **35637**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 20, 2020  
4 for reference purposes only, pursuant to Resolution No. RES-20-0091 adopted by the City  
5 Council of the City of Long Beach at its meeting on August 4, 2020, by and between  
6 TRANSWEST TRUCK CENTER, LLC, a California limited liability company ("Contractor"),  
7 with a place of business located at 2429 Peck Rd., Whittier, CA 90601, and the CITY OF  
8 LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City to  
10 make purchases under the purchasing contracts of other governmental agencies when  
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase two (2) current year Ford F-550 mini  
13 rear-loader refuse trucks ("Refuse Trucks"); and

14 WHEREAS, the City of Pasadena has a Contract with Transwest Truck  
15 Center, LLC for the purchase of these Refuse Trucks, Purchase Order No. 1191146-01  
16 ("Pasadena Contract"); and

17 WHEREAS, Resolution No. RES-20-0091 authorizes the City to purchase  
18 Refuse Trucks by virtue of the Pasadena Contract;

19 NOW, THEREFORE, in consideration of the terms and conditions contained  
20 in this Agreement, the parties agree as follows:

21 1. The Pasadena Contract with Contractor, attached hereto as Exhibit  
22 "A", is incorporated by this reference as if fully set forth, and the same terms and conditions  
23 contained in the Pasadena Contract shall be applicable here except as follows:

24 A. Wherever the Pasadena Contract refers to the City of  
25 Pasadena, it shall be deemed to refer to the City of Long Beach;

26 B. Contractor shall sell, furnish and deliver to the City Refuse  
27 Trucks of substantially the same type and kind purchased under the Pasadena  
28 Contract, except as modified by Exhibit "B" attached hereto and incorporated by this

1 reference, in an amount not to exceed Two Hundred Ninety Eight Thousand Two  
2 Hundred Thirty Seven Dollars (\$298,237) including tax and shipping, extending until  
3 the warranty on the Ford F-550 mini rear-loader refuse trucks expire. To the extent  
4 that the Pasadena Contract and this Agreement are inconsistent, the following  
5 priority shall govern: (1) this Agreement and (2) the Pasadena Contract.

6 C. Payment for the Refuse Trucks purchased from Contractor by  
7 the City shall be made by the City on delivery to and acceptance of the Refuse  
8 Trucks by the City and submittal of an invoice to the City. Payment is due thirty (30)  
9 days after the date of the invoice.

10 D. All warranties shall accrue to the City of Long Beach.

11 2. Neither this Agreement nor any money that becomes due to  
12 Contractor under this Agreement may be assigned by Contractor without the prior written  
13 consent of the City Manager or his designee.

14 3. Any notice given under this Agreement shall be in writing and  
15 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
16 delivered or mailed to Contractor at the relevant address first stated above, and to the City  
17 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
18 shall be deemed given three days after deposit in the mail.

19 4. The terms appearing on the Pasadena Contract are incorporated in  
20 this Agreement.

21 5. Contractor shall cooperate with the City in all matters relating to self-  
22 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
23 regarding self-accrual.

24 6. This Agreement and all documents which are incorporated by  
25 reference in this Agreement constitute the entire understanding between the parties and  
26 supersede all other agreements, oral or written, with respect to the subject matter of this  
27 Agreement.

28 ///

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TRANSWEST TRUCK CENTER, LLC, a California limited liability company

8-31, 2020

By [Signature]  
Name BAMUY C FNUVE  
Title PRESIDENT

August 31, 2020

By [Signature]  
Name Debra Kobus  
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

September 16, 2020

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on SEPT. 11, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”



# Purchase Order

Fiscal Year 2019

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.  
**Purchase Order # 1191146-01**

**B I L L T O**  
 City of Pasadena  
 Mail Room - Invoice Processing  
 100 N. Garfield Avenue, Room N023  
 Pasadena, CA 91101-1726  
 Ph: (626) 744-4461  
 Fax: (626) 396-7600

All invoices must reference the Purchase Order number.  
 Upload all invoices via: <http://invoice.cityofpasadena.net>

**V E N D O R**  
 TRANS WEST TRUCK CENTER LLC  
 VELOCITY TRUCK CENTERS  
 2429 S PECK RD  
 WHITTIER, CA 90601

**S H I P T O**  
 PUBLIC WORKS DEPT-SOLID WASTE  
 233 W MOUNTAIN ST  
 PASADENA, CA 91103

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
909-510-4406		562-447-1544		2191374			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
09/20/2018	5811		NET30		PUBLIC WORKS DEPT-SOLID WASTE		
Item#	Description/Part No.			QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Automotive Vehicles And Related Transportation Equ						
1	Purchase of Mini rear loader for weekly residential trash collection services			1.0	EACH	\$148,011.00	\$148,011.00
2	Increase is due to the Sales Tax increase effective April 1, 2019			1.0	EACH	\$1,013.40	\$1,013.40
ACKNOWLEDGEMENT: Contractor/Vendor acceptance of this Purchase Order or payment, or shipment of goods and/or provision of services, shall constitute Contractor/Vendor unqualified acceptance, of the terms of this Purchase Order. This document, in its entirety, does not constitute a firm offer by the City, and may be revoked at any time prior to acceptance. The Current version of the Standard Purchase Order Terms and Conditions*, as agreed upon, shall prevail.							
The item with an Asterisk(*) is hereby incorporated by reference and made part of this agreement as if attached hereto. The current version of the City's Terms and Conditions can be viewed online at <a href="https://www.cityofpasadena.net/finance/doing-business-with-the-city/">https://www.cityofpasadena.net/finance/doing-business-with-the-city/</a> or obtained from Purchasing at 626-744-6755							

By [Signature]  
 Authorized Signature  
 By [Signature]  
 Authorized Signature

VENDOR COPY

Total Ext. Price	\$149,024.40
PO Total	\$149,024.40



# Purchase Order

Fiscal Year 2019

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **1191146-01**

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 City of Pasadena  
 Mail Room - Invoice Processing  
 100 N. Garfield Avenue, Room N023  
 Pasadena, CA 91101-1726  
 Ph: (626) 744-4461  
 Fax: (626) 396-7600

**V E N D O R**  
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 VELOCITY TRUCK CENTERS  
 2429 S PECK RD  
 WHITTIER, CA 90601

**S H I P T O**  
 PUBLIC WORKS DEPT-SOLID WASTE  
 233 W MOUNTAIN ST  
 PASADENA, CA 91103

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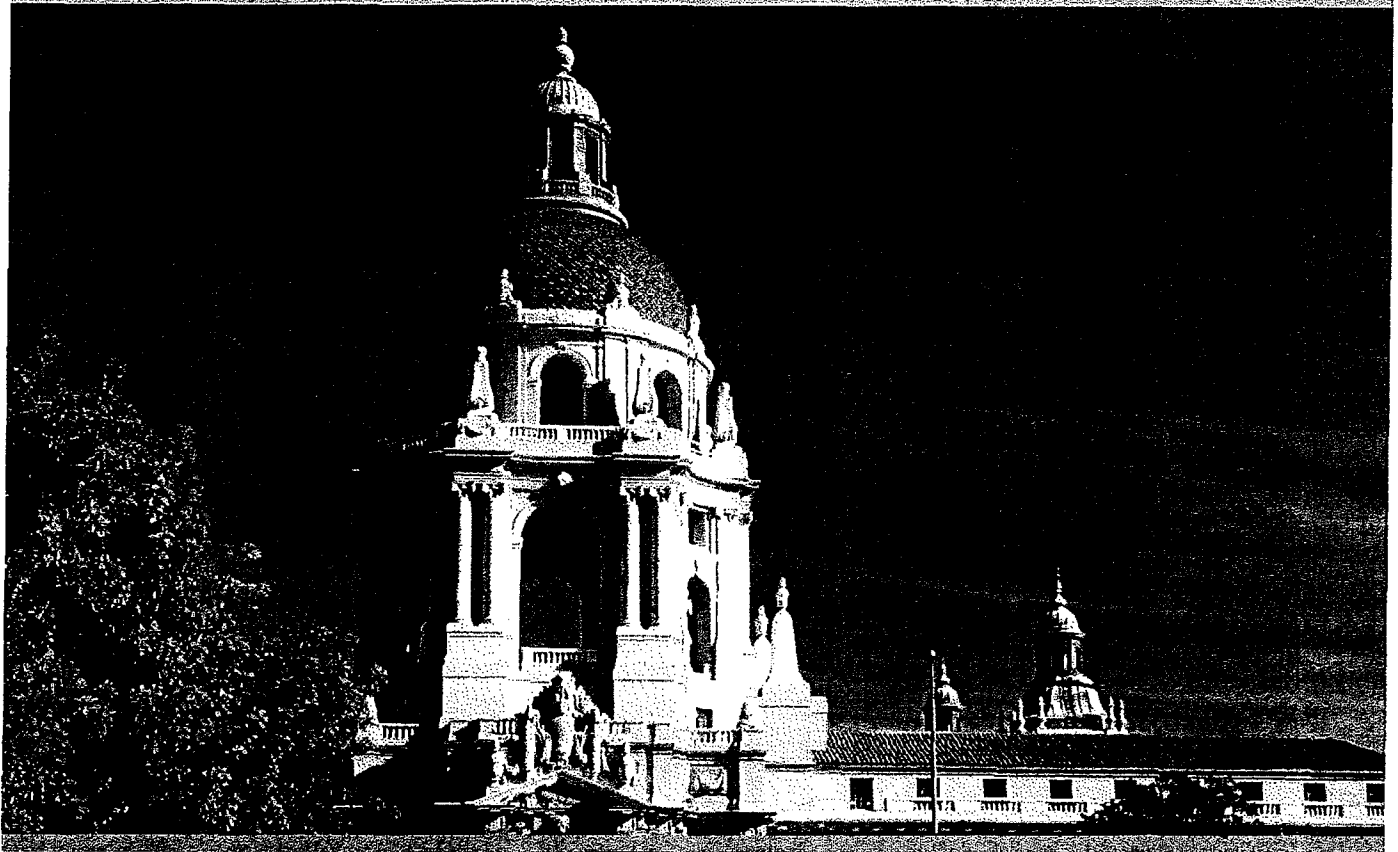
By [Signature]  
 Authorized Signature  
 By [Signature]  
 Authorized Signature

VENDOR COPY

Total Ext. Price	\$149,024.40
PO Total	\$149,024.40

CITY  
OF

PASADENA



**BID SPECIFICATION**

**FURNISH MATERIALS AND SUPPLIES FOR**

**MINI REAR LOADER**

**FOR THE**

**PUBLIC WORKS DEPARTMENT**

**CITY OF PASADENA, CALIFORNIA**

**City of Pasadena**  
**NOTICE INVITING BIDS**  
**FOR**  
**MINI REAR LOADER**

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Bids will be received electronically through Planet Bids ([www.planetbids.com](http://www.planetbids.com)). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgement of all addendums. Bids will be received prior to **3:00PM, May 14, 2018**, and will be opened online at that time. The bids shall be clearly titled:

**MINI REAR LOADER**

Copies of the Specifications may be obtained by mail or in person from the Purchasing Division, 100 N. Garfield Ave., Room S-349, Pasadena, CA 91109, Telephone No. (626) 744-6755.

Refer to the Specifications for complete details and bidding requirements. The Specification and this Notice shall be considered a part of any contract made pursuant thereunder.

DATED: **MAY 3, 2018**

Steve Mermell  
City Manager



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CITY OF PASADENA

Instructions to Bidders  
and  
Specifications for

**MINI REAR LOADER**

---

City personnel with whom prospective bidders will deal with are:

Thanos Gauthier, Street Maintenance & Integrated Waste Management, 626-744-6472,  
tgauthier@cityofpasadena.net

Antonio Watson, Purchasing Division, 626-744-8382, awatson@cityofpasadena.net

Bid opening time is **3:00PM, May 14, 2018**

Bids will be received electronically through Planet Bids ([www.planetbids.com](http://www.planetbids.com)). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgement of all addendums.

*The City does not plan to hold a pre-bid conference. Instead, the City will accept written questions via PlanetBids only received no later than five days prior to the bid date.*

*The City will accept written questions (via e-mail) received no later than five calendar days prior to the bid date. Please address any questions as follows:*

**MINI REAR LOADER**

Thanos Gauthier, Street Maintenance & Integrated Waste Management, 626-744-6472,  
tgauthier@cityofpasadena.net

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MINI REAR LOADER  
3:00PM, May 14, 2018,

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## **INSTRUCTIONS TO BIDDERS**

### **1.0 GENERAL INSTRUCTIONS**

#### **1.1 GENERAL BID REQUIREMENTS:**

To be considered, a bidder must follow the format for bids in the specifications. Bids must be binding and firm. Any bid may be withdrawn before bid opening but not for 90 days after opening.

#### **1.2 BIDDER MUST MAKE THOROUGH INVESTIGATION:**

It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint themselves with the specifications and the nature of the work to be done. The bidder shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions.

#### **1.3 ACCEPTANCE OF CONDITIONS:**

By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

- 1.3.1 All parts of the Instructions to Bidders and Specifications will become part of the Contract between the selected bidder and the City;
- 1.3.2 The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;
- 1.3.3 The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- 1.3.4 The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project, shall be final, binding and conclusive;
- 1.3.5 The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- 1.3.6 This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

#### **1.4 TRUTH AND ACCURACY OF REPRESENTATION**

False, incomplete or unresponsive statements in connection with the bid may be sufficient cause for rejection of a bidder.

#### **1.5 CITY CHANGES TO THE BID DOCUMENTS.**

The City reserves the right to change any part of these Instructions to Bidders and Specifications any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the contract. Addenda shall

be made available to each bidder. A bidder's failure to address the requirements of the addenda may result in the bid not being considered. If the City determines that a time extension is required for the bid, the addenda will give the new submission date. The Bidder is responsible to register at [www.cityofpasadena.net](http://www.cityofpasadena.net) to insure they receive all bid documents including addendums which are available as a download. You can follow the instructions in the attachments named "Instructions for Registering onto Planet Bids."

#### 1.6 NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT:

All bids opened by the City at the time of bid opening shall become the exclusive property of the City. Upon opening, all bids accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

#### 1.7 AWARD OF BID AND DETERMINATION OF RESPONSIVENESS:

The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- 1.7.1 The quality of the material offered;
- 1.7.2 The ability, capacity and skill of the bidder to perform the contract or provide the material or services;
- 1.7.3 Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 1.7.4 The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the material or services;
- 1.7.5 The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 1.7.6 The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- 1.7.7 Litigation by the bidder on previous orders or contracts with the City;
- 1.7.8 The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;

#### 1.8 ERRORS AND OMISSIONS:

Bidders shall not be allowed to take advantage of any errors or omissions in the Instructions to Bidders or Specifications. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

1.9 PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET AND TRADEMARK FEES:

Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

1.10 TAXES:

Price bid shall include all federal, state, local and other taxes.

1.11 LOCAL BIDDERS; REFUND OF SALES AND USE TAX:

For the purpose of determining the lowest bidder on a contract for materials and supplies only, 1% of that portion of the bid subject to sales or use tax shall be deducted from any bid where it is determined that if such bidder were awarded the contract, the City would receive a refund of the 1% sales and use tax pursuant to the Uniform Sales and Use Tax Ordinance of the City of Pasadena.

1.12 SPECIAL REQUIREMENTS OF CONTRACTORS:

There is a separate packet of forms as part of these specifications that a bidder must complete to establish compliance with a number of special City of Pasadena requirements, including, but not limited to, Equal Employment and Affidavit of Non Collusion. These forms and their instructions should be considered an integral part of the specifications and failure to complete them shall be grounds, in the sole discretion of the City, for rejection of any bidder.

1.13 PUBLIC CONTRACT CODE SEC. 9204 PUBLIC WORKS CLAIMS PROCEDURE

Observe attached details regarding Public Contract Code Section 9204.

1.14 FEDERAL TERMS AND CONDITIONS

In as much as there are Federal Requirements for this solicitation please the attachment named "Federal Terms & Conditions."

## **2.0 SPECIAL CITY REQUIREMENTS**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY IN CONTRACTING:**

#### **2.1.1 Policy - The City of Pasadena is committed to a policy of Equal Employment:**

Contracting. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

#### **2.1.2 Compliance – To the extent permitted by law, Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.**

The successful bidder may be required to submit documentation during the term of the contract to evidence on going compliance with the City's Equal Opportunity Practices Provisions. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Required Forms – Each bidder must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless bidder has an approved Form on file with the City.

Questions regarding Chapter 4.08 of the Pasadena Municipal Code and regulations adopted pursuant thereto should be directed to the Department of Finance, Purchasing & Payables Division.

### **2.2 DECLARATION OF NON-COLLUSION BY CONTRACTOR:**

The City requires that each bidder executes and submits to the City with the Bid, the attached Declaration of Non-Collusion.

### **2.3 LOCAL PREFERENCES.**

The City of Pasadena is committed to promoting the economic health and well being of its residents. To this end, contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions that result from the performance of this contract and which are performed within the City.

### **2.4 PROTEST PROCEDURE**

This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City of Pasadena, it must be submitted in accordance with the procedures outlined in the FORMAL SOLICITATION PROTEST PROCEDURE found at the following link: (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/> ). A protest submitted that is not in accordance with this procedure, may be returned to the submitting party without any further action by the City of Pasadena.

### **3.0 GENERAL SPECIFICATIONS**

#### **3.1 BID PROPOSAL QUANTITIES:**

The quantities contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City may, in accordance with the specifications, order more equipment and/or materials as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of material actually provided as determined by the City and accepted at the unit prices noted in the bid.

#### **3.2 EVALUATION OF BID:**

Bids will be evaluated based on the lowest Grand Total Price submitted in the Bidders' Proposal. The contract award will be made from among responsive and responsible bidders. In case of a discrepancy between the unit prices and item total, the unit price shall govern. In the event of a discrepancy between the item totals and the grand total price the item totals shall prevail. The prices will be subject to adjustment by the City on that basis in the event of discrepancy and bid awarded.

#### **3.3 SAMPLE CONTRACT:**

A sample of the contract the successful bidder will be required to enter into with the City is attached hereto and by this reference incorporated herein and made part of these specifications.

#### **3.4 LICENSE AND PERMITS:**

Contractor shall obtain and pay for any required business license under Title 5 of the Pasadena Municipal Code. For further information contact Municipal Services Department at (626) 744-4166, Monday-Friday between 8am and 5pm.

#### **3.5 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES:**

Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

#### **3.6 BID YOUR FULL EQUAL OR BETTER:**

Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and have all



the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

### 3.7 PASADENA LIVING WAGE ORDINANCE:

This project is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000 pay no less than the City's Living Wage to all employees who spend any of their time providing labor or delivering services to the City.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department  
Purchasing Division  
626-744-6755 - phone  
626-744-6757 – fax

Please visit <https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

### 3.8 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9):

The apparent low bidder may be required to submit a completed and signed IRS Form W-9. Failure to submit this form may result in the bidder being deemed non-responsive.

### 3.9 PRICE ADJUSTMENTS:

Successful bidder must hold vehicle price firm until delivery.

## 4.0 BID SPECIFICATIONS FOR: MINI REAR LOADER

### 4.1 SCOPE OF SERVICES

The City anticipates purchasing one (1) 2017 or newer, mini rear loader. Bidders shall respond to the requirements listed below, giving details of items that may not meet a requested specification. City approved equivalents will become a required part of any contract awarded. The vehicle must be delivered with full sets of service and repair manuals, a weight certificate, and a payload certificate.

### 4.2 Detailed Specifications and Instructions

Please provide the make and model of the vehicle. Required data shall be filled in by bidder in the spaces provided in the Specifications and shall become a part of the contract if awarded. Enter COMPLIES on data line if in compliance. Please attach and submit the completed specification sheet, and the manufacturer's descriptive literature with your Bidder's Proposal. City approved equivalents will become part of any contract awarded. Failure to provide requested information may result in disqualification of the bid. Manufacturer's literature may not be substituted for completion of specification sheet.

#### 4.2.1 General

Please complete this section:

- Make and model of vehicle: FORD F550
- Wheelbase: 169.3"
- Total overall length of vehicle (cab & body) not to exceed 330" 330"
- Total installed overall height of vehicle 96"
- Total overall width of vehicle: 75"

#### 4.2.2 Provide:

Scaled drawing showing side elevation of complete unit showing all dimensions including:

- Front bumper to front axle. 38.3"
- Bumper to back of cab (BBC). 123.7"
- Overall width of cab (96" max.). 80"
- Width of unit from mirror to mirror.
- Distance from ground to bottom step of cab. (18" max) 15"

#### 4.2.3 Turning Radius Diagrams showing curb to curb and wall to wall dimensions 24.25 ft.

#### 4.2.4 A ground reaction chart or weight distribution diagram for completed vehicle showing at least the following:

- Gross Vehicle Weight Rating (GVWR) 19,500 lbs.

- Weight of cab and chassis only 6,755 lbs.
- Weight of body only 5,840 lbs.
- Weight of complete unladen vehicle (cab, chassis and body) full of fuel and fluids, 13,195 lbs. + or - 5%
- and with one 200 lb driver, Front Axle, and Rear Axle
- Weight of complete laden vehicle (cab, chassis and body) full of fuel and fluids, with
- one 200 lb driver and maximum legal load, Front Axle, and Rear Axle
- Maximum legal load 19,500 lbs.

#### 4.2.5 Production and Delivery Schedule

The City requires a guaranteed delivery date. A pilot inspection shall be included in this bid. There shall be a pre-production meeting to review specifications with body and chassis manufacturing representatives.

Provide:

Build and delivery schedule. 120 - 180 DAYS ARO

#### 4.2.6 Training

The successful bidder shall provide factory authorized training, to include operation and maintenance procedures to be held at a designated location in the City of Pasadena.

#### 4.2.7 Warranty

The successful bidder will have overall responsibility for integration of all components and their proper operation. They shall also be responsible to honor all warranties, parts and labor, for this equipment. Vendor shall also honor and warranty their workmanship, labor and installation, for a minimum of three (3) years after in-service date and (1) year body.  
BASIC 3/36,000; POWERTRAIN 60/60,000; CORROSION 60/UNLIMITED; ROADSIDE 60/60,000

Provide details of the standard applicable warranty(s), including specific parts and components covered and note covered.

State:

Closest warranty service location and hours of operation for chassis: 7 AM TO 5 PM

Closest warranty service location and hours of operation for engine: 7 AM TO 5 PM

Closest warranty service location and hours of operation for body: FONTANA, CA. 7 AM TO 4 PM

Travel time and/or transportation of vehicle must be covered: YES / NO

#### 4.2.8 Dealer Support and Parts Supply

Provide three (3) sets of parts manuals; build sheets and/or CD-ROMs covering all systems and components when vehicle is delivered. Make, model, and non-proprietary part numbers

shall be listed for all parts and components. Part numbers shall be listed that can be identified by major parts suppliers for both vehicle and add on components.

Successful bidder shall provide product support and parts supply from Greater Los Angeles area for cab, chassis and body.

State:  
 Location of dealership(s): TRANS WEST TRUCK CENTER  
 Hours of operation for parts: 7 AM TO 5 PM  
 Hours of operation for service: 7 AM TO 5 PM

**4.2.9 Repair Manuals**

The following manuals are to be supplied at the time of delivery of the vehicle. All manuals and wiring diagrams must match vehicle as built.

Provide:

Two (2) sets of shop service/repair manuals or CD-ROMs covering all systems and components for the order.  
 AS SPECIFIED

Two (2) complete sets of wiring diagrams for cab and chassis, body and all add on components.  
 AS SPECIFIED

Two (2) sets of lubrication instructions.  
 AS SPECIFIED

Four (4) operating manual for each vehicle.  
 AS SPECIFIED

**4.2.10 Preventative Maintenance Schedules**  
 AS SPECIFIED

Submit the manufacturer's recommended preventative maintenance schedule.

<b>Instructions:</b> State whether vehicle complies 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 MAY DEEM THE BIDDER NON-RESPONSIVE.	
Specifications	Complies
CHASSIS SPECIFICATIONS	
MODEL	

2018 Ford F550 XLT, Regular cab	COMPLIES
<b>GVWR</b>	
22,500 pound maximum GVWR	COMPLIES
<b>ENGINE</b>	
Engine shall be dedicated 6.8L V10 engine	COMPLIES
<b>SUSPENSION</b>	
Suspension capacity shall match or exceed axle requirement. Shall be heavy duty and largest available for the proposed model. OEM power steering with Hydraulic power-assisted. Steering damper Front, coil springs Heavy-duty gas shock absorbers Rear, auxiliary springs	COMPLIES
<b>BRAKES</b>	
Power 4-wheel disc with Anti-Lock Brake System (ABS) Brakes shall be largest available for proposed model. Power Hydraulic	COMPLIES
<b>TRANSMISSION</b>	
TorqShift® 6-speed SelectShift® automatic Transmission with tow/haul mode or equal. Shall have PTO mounting Equipped with Trans cooler	COMPLIES
<b>ELECTRIAL SYSTEM</b>	
Shall be twelve (12) volt, negative ground system with a lockable ground disconnect switch at battery box. 750-CCA minimum, Maintenance Free battery. 200 amp minimum heavy duty alternator.	COMPLIES
Wipers shall be multi speed, with largest water bottle and intermittent feature. Wiper will be rain sensing. Turn signals shall be self-canceling Day-time running lights All clearance, turn and brake lights shall be LED.	COMPLIES
<b>INTERIOR</b>	
Seating for up to three Factory Heating and Air Conditioning Heavy duty rubber floor mats Tinted glass. Power windows and door locks. Remotely adjustable side mirrors AM-FM Stereo, Clock, with Auxiliary Audio Input Jack. W/S wipers, variable intermittent.	COMPLIES

Tilt and Telescopic Steering wheel. Oil pressure, fuel and voltmeter gauges Shall include rear view back up camera	COMPLIES
<b>COLOR</b>  Cab- Factory White Frame- Black Color of paint top coat Gray vinyl interior	COMPLIES
<b>TIRES</b>  All tires must be "GOODYEAR" 225170R19.5G BSW all-season and be appropriate for maximum GVWR.	COMPLIES
<b>KEYS</b>  Four (4) set of keys and key fobs shall be supplied.	COMPLIES
<b>REAR LOADING EQUIPMENT AND BODY</b>	
<b>GENERAL</b>  Body shall be a New Way Diamondback series 6 cubic yard capacity maximum rear loader (excluding hopper) Or Equal; designed and built to withstand the static pressure loads of the packing mechanism without deforming. All stiffeners, floor and wall joints, packer plate slide rail, etc., shall be 100% welded. Welds shall be inspected at factory for penetration.	COMPLIES
<b>CAPACITY</b>  1) The capacity shall be measured exclusive of the hopper. 2) The body shall have a minimum capacity of 6 Cubic Yards 3) The body shall have an average compaction rate of up to 1,000 pounds per cubic yard. 4) Maximum overall width not to exceed 75" 5) Maximum overall length and height (with tailgate in Locked position) above the chassis frame not to exceed: 161.5" Length; 61"Height 6) Body height above vehicle frame with the tailgate fully extended shall not exceed 109" 7) Body weight (exclusive of options) shall not exceed: 5,985 pounds.	COMPLIES Items 1-7
<b>BODY CONSTRUCTION</b>  1) The body shall be constructed entirely of high tensile sheet steel and formed sections. 2) Body sides and roof shall be curved and the floor shall be reinforced so as to withstand continuous operation at maximum loads without harmful deformation or wear. 3) The roof shall be constructed of 10 gauge 80,000 PSI high tensile steel.	COMPLIES Items 1-3

<p>4) The body sides shall be constructed of a minimum of 10 gauge 80,000 PSI high tensile steel.</p> <p>5) The body sides shall be of the curve shell design.</p> <p>6) The body floor shall incorporate a trough design (<i>flat floors not acceptable</i>).</p> <p>7) The body floor sides shall be a minimum of 10 gauge 80,000 PSI high tensile steel.</p> <p>8) The body floor center shall be 1/4" high tensile plate steel.</p> <p>9) The trough shall be constructed of two 6" channel sills to hold the ejection panel in line under the most extreme load conditions.</p> <p>10) Side access door shall be located on the street side of the body side wall.</p> <p>11) Side access door shall incorporate a PTO shutdown interlock switch to prevent the hydraulic system from operating the door in the open position.</p> <p>12) Body shall incorporate appropriate rear-wheel fenders and mud flaps.</p> <p>13) Discreet panels – fitted on both sides beneath the body side panels, extending between rear of cab and rear fender. Discreet panels are intended to enhance body appearance by blocking view of frame rails and serving as side air dams. Discreet panel installation shall allow for easy removal during servicing.</p>	<p>COMPLIES Items 4-13</p>
<p><b>TAILGATE DIMENSIONS</b></p> <p>1) Hopper width shall not be less than 54".</p> <p>2) Hopper opening height shall not be less than 45".</p> <p>3) Hopper capacity shall not be less than 1 cubic yard, measured by the WASTE C DWRP03 No.1 method.</p> <p>4) Hopper cycle time with the standard PTO and pump shall not exceed 15 seconds.</p>	<p>COMPLIES Items 1-10</p>
<p><b>TAILGATE CONSTRUCTION</b></p> <p>1) Tailgate sides shall be constructed of a minimum of 10 gauge high tensile sheet steel.</p> <p>2) The lower tailgate sidewall shall have a 10 gauge AR200 liner.</p> <p>3) Tailgate sides shall be reinforced by 10 gauge 1 3/4" x 4" formed steel and fully welded in a horizontal position for maximum support.</p> <p>4) An interlaced network of 3/16" wall 1 1/2" x 2 1/2" structural tube shall form the slide blade guide tract.</p> <p>5) The tailgate perimeter edge shall be reinforced by a 2" x 2" structural steel tube.</p> <p>6) The tailgate shall be equipped with an automatic hydraulic locking system to ensure constant pressure for a tight seal.</p> <p>7) The tailgate shall be raised by two 2 1/2" x 24" cylinders equipped with restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line.</p> <p>8) Tailgate shall be equipped with a chemically inert seal to provide a watertight seal.</p> <p>9) The hopper floor shall be equipped with a 1 1/2" drain plug.</p> <p>10) Hopper floor shall remain stationary during the packing cycle.</p>	<p>COMPLIES items 1-10</p>

<p>11) Hopper floor shall be a minimum of 1/4" high strength sheet steel adequately braced to withstand maximum pressures imposed upon it.</p> <p>12) The hopper load sill shall be constructed of 3" x 4" x 1/4" wall tube and shall be even with the vehicle frame.</p> <p>13) Self cleaning grip strut bolt on steps and grab handles shall be required on both sides of the tailgate.</p>	<p>COMPLIES items 11-13</p>						
<p><b>PACKING MECHANISM CONSTRUCTION</b></p> <p>1) The sweep panel shall be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling.</p> <p>2) The sweep panel face plate shall be constructed of 1/4" high tensile sheet steel and shall be reinforced with internal and lateral braces constructed of 3/4" plate steel.</p> <p>3) The sweep panel shall be powered by two 3" x 16" double action cylinders.</p> <p>4) The slide panel face plate shall be constructed of formed 10 gauge high strength sheet steel reinforced with internal braces of 10 gauge high strength sheet steel and 4" channel.</p> <p>5) The slide blade shall be powered by two 3" x 30" double action cylinders.</p> <p>6) The linear slide movement of the panel shall be accomplished on four 2 1/2" x 4 1/2" x 6" high density UHMW guide bearing blocks.</p> <p>7) The pivotal rotation of the sweep panel shall be accomplished through the sweep blade pivots which shall be a minimum of 2 1/2" in diameter.</p>	<p>COMPLIES items 1-7</p>						
<p><b>EJECTION PANEL CONSTRUCTION</b></p> <p>1) Ejection panel shall form the front of the body and be hydraulically operated and designed to have a minimum clearance to thoroughly clean the body during cycling.</p> <p>2) The load shall be discharged by means of a positive ejection system. A double acting telescopic cylinder shall extend and retract the full length of the body.</p> <p>3) The ejection panel face plate shall be constructed of 10 gauge high strength sheet steel and reinforced with trapezoidal cross members of high strength 1/4" wall 3" x 3" structural tube.</p> <p>4) The ejection panel shall slide in a 6" channel sill on four high density UHMW slide bearing blocks.</p> <p>5) The telescopic cylinder shall be horizontally positioned &amp; consist of the following dimensional characteristics:</p> <table border="1" data-bbox="256 1598 1036 1661"> <thead> <tr> <th>Capacity</th> <th>Type</th> <th>Bore</th> </tr> </thead> <tbody> <tr> <td>6 yd<sup>3</sup></td> <td>3 Stage</td> <td>5.5"</td> </tr> </tbody> </table>	Capacity	Type	Bore	6 yd <sup>3</sup>	3 Stage	5.5"	<p>COMPLIES 1-5</p>
Capacity	Type	Bore					
6 yd <sup>3</sup>	3 Stage	5.5"					
<p><b>CONTROLS</b></p> <p>1) The ejector panel and tailgate raise control shall be mounted outside the front left hand side of the body.</p>	<p>COMPLIES</p>						



<p>2) An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle.</p> <p>3) An additional throttle advance switch shall be mounted at the front left hand side of the body near the tailgate raise control handle and at the rear right hand side near the packing panel control.</p> <p>4) A Back Pack Valve shall be required to automatically advance the ejector panel when packing against it.</p> <p>5) The packing blade control shall be designed to accomplish the normal packing cycle in two steps and shall be reversible or stopped at any time during the cycle.</p> <p>6) The packing panel control shall be a two handle design and located at the rear of the tailgate on the curbside.</p>	<p>COMPLIES items 2-6</p>
<p><b>HYDRAULIC SYSTEM</b></p> <p>1) PTO/pump (Hot-shift PTO/ P2100 pump) combination shall be used to power the hydraulic system.</p> <p>2) All hydraulic valves shall be mechanically operated and use direct link controls.</p> <p>3) The hydraulic pump shall provide adequate delivery output for the application.</p> <p>State: Output: <u>17</u> GPM @ <u>1300</u> RPM.</p> <p>4) Normal maximum operating pressures shall not exceed 2000 PSI.</p> <p>5) The hydraulic system shall incorporate a relief valve to protect all components from excess pressures. All hydraulic hoses shall conform to S.A.E. Standards No flat spots in hoses will be acceptable.</p> <p>6) Hydraulic tank shall not be less than 22 gallons and must be equipped with a sight and temperature gauge. The tank shall be located inside the body.</p> <p>7) A replaceable 10 micron spin on filter with bypass valve shall be furnished in the return line of the hydraulic system.</p> <p>8) A shut-off valve shall be mounted on the suction line near the oil tank.</p> <p>9) All cylinder rods shall be chrome plated.</p> <p>10) All cylinders shall incorporate nylon wear rings on the piston and rods to prevent metal to metal contact, and an "O" ring is to be used to pre-load the seal.</p>	<p>COMPLIES items 1-10</p>
<p><b>BODY ELECTRICAL</b></p> <p>1) All wiring shall be loomed or in conduit.</p> <p>2) The body shall be equipped with approved LED clearance, warning, tail, license, stop and turn signals in compliance with the national safety standards.</p> <p>3) A light bar shall be mounted on the upper section of the tailgate and consist of stop, turn, backup and three cluster lights.</p> <p>4) Driver alert buzzer shall be installed at the rear of the tailgate by packing controls.</p> <p>5) Safety shut down switch to be provided on the right side of the tailgate.</p>	<p>COMPLIES items 1-5</p>

<p>6) Four (4) 4-inch round Amber LED warning lights, mounted at each rear corner, with alternating corner-to-corner flash patterns. Controller in cab. Check with customer for location prior to installation.</p>	<p>COMPLIES</p>
<p><b>MOUNTING</b></p> <p>1) Body shall be mounted in accordance to industry standards. No welding shall be performed on the chassis frame in the mounting process.</p>	<p>COMPLIES</p>
<p><b>FOLDING ARM GRABBER LIFTER</b></p> <p>1) Perkins Model D6098 (No Exception) shall be installed; to include manufacturer-specified hydraulic system and controls.</p> <p>2) Grabber/Lifter shall be installed on a rear mounting plate to enable fast lifter replacement.</p> <p>3) Grabber/Lifter shall be able to lift plastic refuse containers and dump the contents of the containers into the rear hopper of a refuse collection vehicle, and then return the emptied container safely to the ground.</p> <p>4) Grabber/Lifter shall be compatible with all styles/brands of carts between 60 and 100 gallon in size, that have been designed to meet ANSI code for US semi-automated collection containers, as well as variety of barrels / 55- gallon drums.</p> <p>5) The design of the lifter shall allow for the easy engagement/disengagement of the plastic carts.</p> <p>6) The contact of the lifter with the plastic carts shall be designed to eliminate or minimize scratching and wearing, in order to maximize cart life.</p> <p>7) Weight Capacity of the lifter shall meet or exceed ANSI's current standard container capacity limit of 350 lbs.</p> <p>8) Grabber/Lifter hydraulic working pressure shall be the maximum pressure provided the body hydraulic system.</p> <p>9) Complete cycle time to lift, dump, and return a cart shall be within 6-8 seconds.</p> <p>10) Grabber/lifter will be rated for usage of 700 times a day.</p> <p>11) The container will be dumped at an angle of 45 degrees above the horizon to ensure a complete dump of the refuse.</p> <p>12) Overall design shall provide for the maximum possible safety for the operator.</p> <p>13) The grasping arms shall fold hydraulically to conserve space.</p> <p>14) Grabber/Lifter shall be able to dump as high and deep into the hopper as possible, to prevent spillage and to provide for even dispersal of waste into the hopper.</p> <p>15) Lifter shall allow for a minimum of 19" of ground clearance at all times to help prevent bottom out damage.</p> <p>16) All structural components of the Lifter will be AISI A36 HRS.</p> <p>17) All hardware, such as bolts, nuts, washers will be Grade 8.</p> <p>18) Grasping arms shall be ¼" thick 2x2 tube</p> <p>19) The driver &amp; idler arms will be 1/2" thick HRS.</p> <p>20) A set of rubber bumpers supports the containers midsection to prevent scratching.</p> <p>21) Grabber/Lifter shall use a 25K Helical Rotary Actuator for its lifting motion. This Actuator will produce up to 25,000 in/lb of</p>	<p>COMPLIES items 1-21</p>

<p>torque at 3,000 PSI, and has a total potential rotation of 220 degrees.</p> <p>22) Grabber/Lifter shall have an initial primer coating and one top-coat that will be "Safety Yellow" unless otherwise specified.</p> <p>23) Completed unit shall have all appropriate safety decals.</p> <p>24) Appropriate identification tags permanently affixed to the side member.</p> <p>25) Provide instruction manual that contains detailed instructions on the proper mounting and care for the lifter, as well as a spare parts key and ordering information.</p> <p>26) Grabber/Lifter shall be warranted against manufactures defects for a period of 1-year. Standard warranty does not cover labor.</p>	<p>COMPLIES items 22-26</p>
<p><b>SAFETY</b></p> <p>a) An Intec video system shall be installed to include the following features:</p> <ol style="list-style-type: none"> <li>1) 6.4" Color flat-panel display.</li> <li>2) Rear-vision camera activated automatically when transmission is placed in REVERSE or manually by the operator.</li> </ol> <p>b) A 90 db back up audible warning alarm indicating when the vehicle is moving in reverse, GROTE #73030 or approved equal, shall be installed.</p> <p>c) Bi-directional emergency triangles, GROTE #71422, or approved equal shall be provided.</p> <p>d) A 5-pound pressurized dry chemical extinguisher for type A, B and C fires shall be provided and installed. Location to be determined at a time prior to delivery.</p> <p>e) Install vehicle &amp; trailer conspicuity DOT-C2 reflective tape on appropriate locations on both sides and on the rear.</p> <p>All pivots, hinges, etc. shall have grease fittings. Where necessary, grease lines shall be routed to ground level for ease of servicing.</p> <p>Lookdown convex mirrors and spot mirrors must be installed on both sides of vehicle.</p> <p>Mud flaps shall be provided in front of and behind rear axle. Writing on rear mud flaps to say "Caution Wide Right Turns."</p> <p>Body shall be prepared, primed, and painted properly to provide minimum 5 years warranty against paint defects.</p> <p>Color of paint top coat to be white.</p> <p>Grab Handles to get into clean-out area and steps to access cleanout area must be provided.</p> <p>Hinges designed to hold a push broom, shovel and rake to be placed on right (curbside) of vehicle,</p>	<p>COMPLIES Items a-e Safety Vision Camera System</p> <p>COMPLIES</p> <p>COMPLIES</p> <p>COMPLIES</p> <p>COMPLIES</p> <p>COMPLIES</p> <p>COMPLIES</p> <p>COMPLIES</p> <p>COMPLIES</p>

#### 4.3 DELIVERY

Delivery shall be not more than one hundred twenty (120) days after receipt of City purchase order. 120 - 180 DAYS ARO

Completed vehicle shall be delivered to City Yards, 235 W. Mountain 91103-2958.  
AS SPECIFIED

Proper notification of the delivery shall be given seven (7) business days in advance to Thanos Gauthier, Solid Waste Superintendent, at (626) 744-4261.

**Fuel tank shall be full at delivery, completed vehicle will be delivered washed and detailed.** AS SPECIFIED

**5.0 BIDDER'S PROPOSAL**

To the Honorable City Council of the City of Pasadena, California

In response to the Notice Inviting Bids for **MINI REAR LOADER** the undersigned proposes and agrees to furnish the required material in strict conformity with the general and detailed specifications and data on manufacturer's data sheets and/or exceptions made part of the bid and accepted by the City in writing.

Each bidder must bid on the items shown in the Bidder's Proposal. If any bidder makes any alteration, interlineation or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal and may be rejected.

**Instructions:** For each Item, please multiply the Unit Price by the corresponding Quantity to determine the Item Price. Sum the Item Prices to determine the Item Total. Sum the Item Total and the Sales Tax to determine the Grand Total Price. *All bids along with any required attachments must be entered and uploaded electronically into Planet Bids ([www.planetbids.com](http://www.planetbids.com)) by the set bid date and time for this bid.*

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	ITEM PRICE
1	MINI REAR LOADER	1	\$ 135,160.00	\$ 135,160.00
2	TIRE FEE	1	\$ 10.50	\$ 10.50
			ITEM TOTAL	\$ 135,170.50
			Sales Tax @ 9.5%	\$ 12,841.20
			Grand Total Price	<b>\$ SUBMIT THROUGH PLANET BIDS</b>

Terms 0% NET 30 days

Delivery shall be shall be not more than one hundred twenty (120) days after receipt of City purchase order.

Firm  
TRANS WEST TRUCK CENTER

Contact RON CREIGHTON name

Address  
10150 CHERRY AVENUE FONTANA, CA. 92335

Phone No. 909-770-5170 or 909-510-4406 Fax No. 562-447-1544

Email Address rcreighton@vvgtruck.com

**6.0 SIGNATURE PAGE AND LEGAL STATUS**

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by TRANS WEST TRUCK CENTER  
(Name of Firm)

Legal status of bidder: Please check the appropriate box

- Corporation State of Incorporation CALIFORNIA
- Partnership List Names \_\_\_\_\_
- DBA State full name \_\_\_\_\_ DBA
- Other Explain \_\_\_\_\_

Signature of Bidder *Ron Gung* Title FLEET & MUNICIPAL SALES  
(Authorized Signature)

Address 10150 CHERRY AVENUE City FONTANA State CA Zip 92335  
Telephone No. (909) 510-4406

Signed this 11TH. day of MAY, 2018

ADDENDUM NO.	BIDDER'S INITIALS
1.	_____
2.	_____
3.	_____

# ATTACHMENTS



## **BIDDER'S CHECKLIST**

### TO THE BIDDER:

The following list is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render your bid unacceptable. Please check all appropriate boxes and submit with your bid.

- BID PROPOSAL (Signed by Bidder)
- DECLARATION OF NON-COLLUSION (Signed by Bidder)
- VENDOR QUESTIONNAIRE (forms AA1; AA2; and AA3 signed by Bidder)
- MANUFACTURER'S DESCRIPTIVE LITERATURE
- SIGNATURE PAGE AND LEGAL STATUS

6.1 DECLARATION OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RON CREIGHTON

, being first duly sworn deposes

and says that he/she is FLEET & MUNICIPAL SALES

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of TRANS WEST TRUCK CENTER

(insert name of bidder)

who submits herewith to the City of Pasadena a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Pasadena, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

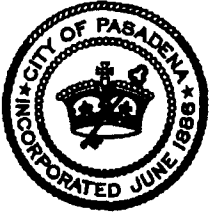
I certify under penalty of perjury that the above information is correct

By: Ron Creighton

Title: FLEET & MUNICIPAL SALES

Date: MAY 11, 2018

6.2 Vendor Questionnaire (Form AA-1)



**Purchasing & Payables Division**

100 N. Garfield Ave., Room 328  
 Pasadena, CA 91101  
 (626) 744-6755  
 (626) 744-6757 Fax

**Vendor Questionnaire (Form AA-1)**

**Affidavit of Equal Opportunity Employment & Non-segregation**

By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company TRANS WEST TRUCK CENTER Telephone \_\_\_\_\_

Address 10150 CHERRY AVENUE Fax Number \_\_\_\_\_  
 (optional)

City FONTANA State CA. Zip 92335

Contact Person RON CREIGHTON E-mail Address rcreighton@vvgtruck.com

DBA (if applicable) \_\_\_\_\_

Active City of Pasadena Business License Number \_\_\_\_\_

Remit Address (if different) \_\_\_\_\_

Please state clearly and concisely the type(s) of goods and services your company would provide on this contract:

\_\_\_\_\_  
 \_\_\_\_\_

<b>Required For All Public Works:</b> Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code, you must provide your <b>Registration Number</b> under the <b>Department of Industrial Relations:</b>	
--	--

<b>Small and Micro Business Preference Program:</b> If certified by California Department of General Services as a small or micro business, please provide DGS Reference Number: (Visit the Purchasing Division website for additional information)	
---	--

The following section is **OPTIONAL** and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American \_\_\_\_\_ Asian \_\_\_\_\_ Armenian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Disabled \_\_\_\_\_ Female \_\_\_\_\_

6.3 Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

**Instructions:** Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: \_\_\_\_\_ Project: \_\_\_\_\_

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
REFUSE BODY MANUFACTURE	50 - 67	
CHASSIS MANUFACTURE	500 +	
PDI & WASH	2	
TRUCK DELIVERY	2	

Are any current employees or potential new hires Pasadena residents? If so, how many?	NO	
---	----	--

**Current Permanent Workforce Utilization (Form AA-3)**  
**(OPTIONAL)**

Completion of this form is OPTIONAL. Any information supplied by bidders is for reporting purposes only and will not be factored into the award of any contract.

**Instructions:** Please indicate the number of employees in each Job Classification belonging to the following groups.

Name of Company: \_\_\_\_\_ Project: \_\_\_\_\_

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
<b>CLASSIFICATION</b>								
Officials/Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers								
Service Workers								
<b>TOTAL</b>								

## 6.4 INSURANCE REQUIREMENTS

- A. Without limiting Contractor's obligation to indemnify City, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance.  
Coverage must be at least as broad as:
- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
  - (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
  - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance.  
Contractor must maintain limits no less than:
- |  |                    |  |
|--|--------------------|--|
| (1) <i>General Liability:<br/>(Including operations, products<br/>and completed operations.)</i> | <b>\$1,000,000</b> | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b> | per accident for bodily injury and property damage.  |
| (3) Workers' Compensation:   |                    | As required by the State of California.  |
| (4) Employer's Liability:  | <b>\$1,000,000</b> | per accident for bodily injury or disease.   |
- D. If Contractor maintains higher limits than the minimums shown above, City is entitled to coverage for the higher limits maintained by Contractor.
- E. Deductibles and Self-Insured Retentions.  
Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
- (1) The insurer will reduce or eliminate such deductibles or self-insured

retentions with respect to City, its officers, officials, agents, employees and volunteers; or

- (2) Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions.

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The City of Pasadena, its City Counsel, officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the City, its City Counsel, officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its City Counsel, officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to City.

G. Waiver of Subrogation.

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to City.

I. Verification of Coverage

- (1) Contractor must furnish City with original certificates and endorsements effecting coverage required by this Contract.

- (2) The endorsements forms must conform to City's requirements and be acceptable to City.
- (3) City must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



## 6.5 PUBLIC CONTRACT CODE SEC. 9204 PUBLIC WORKS CLAIMS PROCEDURE

The full text of this legislation is set forth below:

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

#### 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

The Department of Water Resources as to any project under the jurisdiction of that department.

The Department of Transportation as to any project under the jurisdiction of that department.

The Department of Parks and Recreation as to any project under the jurisdiction of that department.

The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

The Military Department as to any project under the jurisdiction of that department.

The Department of General Services as to all other projects.

The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

#### **SEC. 2.**

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

#### **SEC. 3.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

6.6 Instructions for Registering onto Planet Bids:

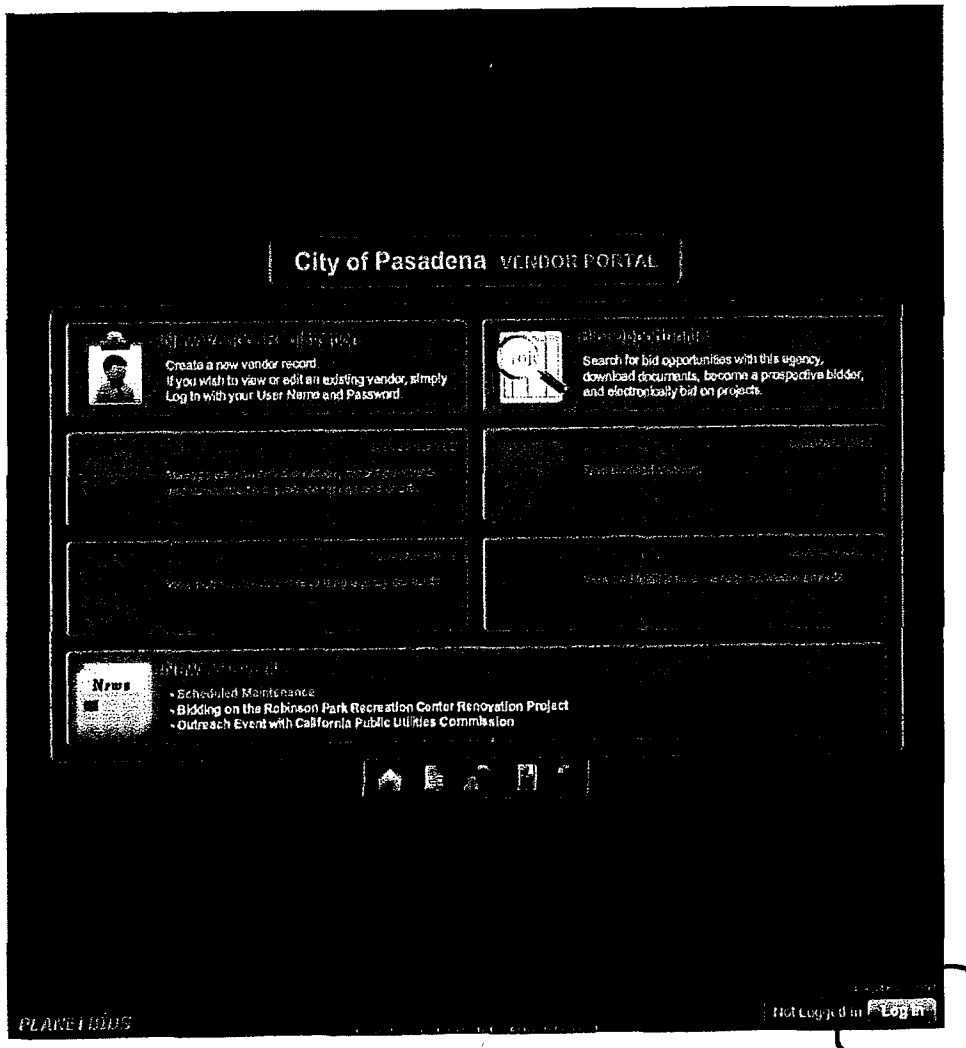
**Follow these simple steps to submit your proposal electronically:**

If you are already registered and need help logging in or retrieving your user information call 818-992-1771 x0.

**STEP ONE** – Copy the highlighted link into your Internet browser bar to access the **City of Pasadena VENDOR PORTAL** (Planet Bids):

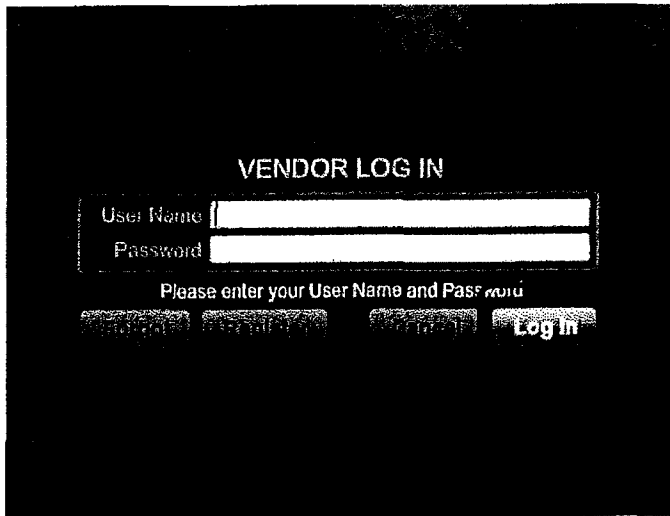
<https://www.planetbids.com/portal/portal.cfm?CompanyID=14770>

You will be directed to the screen illustrated below:

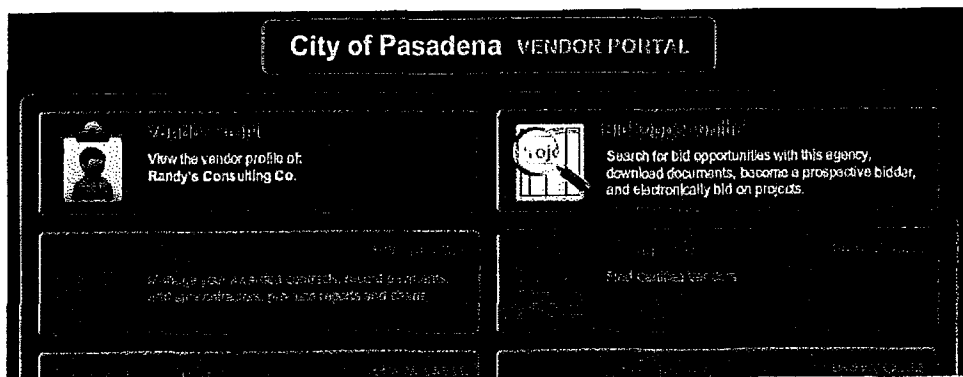


Click the green Log In button at bottom right corner of the screen.

**STEP TWO** – The following window will appear; enter your **User Name** and **Password** and click the green **Log In** button.



The **VENDOR PORTAL** screen will reappear:



**STEP THREE** – Click the **Bid Opportunities** bar.

The Bid Opportunities screen will appear:

Posted	Category	Project Title	Invitation #	Due Date	Remaining	Stage	Format
10/06/2016	40500, 90662, 05850, 961	UNLEADED, DIESEL AND JET A	Public Works			Planning	Paper only
10/05/2016	21000, 28500, 28700, 330	Robinson Park Recreation Center	Public Works	11/16/2016	28 days	Bidding	Paper only
09/22/2016	90629, 90664, 91800, 910	Environmental Consultant to	Planning &	11/03/2016	16 days	Bidding	Paper only
09/21/2016	91800, 91815, 91819, 910	Holly St Bridge Seismic Retrofit		10/27/2016	9 days	Bidding	Paper only
09/21/2016	90600, 90607, 90610, 900	ARCHITECTURAL AND		10/27/2016	8 days	Bidding	Paper only
09/21/2016	90600, 90700, 91815, 910	ARCHITECTURAL AND		10/27/2016	8 days	Bidding	Paper only
10/07/2016	55000, 55080, 55081, 550	Furnish Materials & Supplies for		10/26/2016	7 days	Bidding	Paper only
10/18/2016	55600, 55700, 55800, 950	Single-Space Parking Meters		10/24/2016	6 days	Bidding	Electronic only
10/04/2016	91874, 96149, 96150, 960	COURT FILING SERVICES.		10/24/2016	6 days	Bidding	Paper only
09/09/2016	28000, 28500, 28700, 900	UNDERGROUND UTILITY	LD-16-04	10/21/2016	2 days	Bidding	Paper only
10/13/2016	01800, 91843, 92600, 960	PEDESTRIAN IMPROVEMENTS		10/20/2016	2 days	Bidding	Paper only
09/16/2016	91014, 91015, 91055	INSPECTING, MAINTAINING	Public Works	10/20/2016	1 day	Bidding	Paper only
08/23/2016	20500, 20800, 20900, 900	MOBILE PHONE PARKING	Transportation	10/20/2016	1 day	Bidding	Paper only
10/18/2016	50800, 90850, 90888, 900	Citywide Trees		10/20/2016	1 day	Bidding	Electronic only
10/03/2016	02500, 06000, 07000	FURNISH AND DELIVER 2016		10/19/2016	19:42:22	Bidding	Paper only
09/28/2016	05500, 06500, 07000, 920	FURNISH AND DELIVER 2017		10/18/2016		Closed	Paper only
10/11/2016	59500, 90850, 90888, 900	Citywide Trees		10/17/2016		Closed	Electronic only
09/28/2016	34500, 43000, 47500	FURNISH AND		10/12/2016		Award Pending	Paper only
10/03/2016	90840, 90735, 96104, 961	Annual Report Production -		10/11/2016		Award Pending	Electronic only
09/22/2016	20500, 20800, 20900, 910	Cisco Meraki MR Enterprise	Information	10/11/2016		Closed	Electronic only
09/09/2016	90638, 90600, 91200, 910	FURNISH LABOR AND		10/11/2016		Award Pending	Paper only
08/26/2016	59500, 81000, 96888, 900	PLANT MATERIAL	Public Works	10/05/2016		Closed	Paper only
08/26/2016	20500, 20800, 20900, 550	PARKING CITATION AND	Transportation	10/01/2016		Closed	Electronic only
09/16/2016	20500, 20800, 20900, 010	FIRE RESPONSE COST	Fire Department	09/30/2016		Closed	Paper only
09/16/2016	28000, 28500, 55080, 550	Installation of Street Lighting on	Public Works	09/28/2016		Closed	Paper only
08/30/2016	74500, 75900, 96825	Furnish and Deliver Rock and	WD-16-11	09/23/2016		Award Pending	Paper only
08/22/2016	91800, 91804, 91806, 910	TAX REVENUE CONSULTING	Finance	09/22/2016		Closed	Paper only
08/29/2016	91014, 91015, 91055, 910	AUTOMATED ENTRY DOORS	Public Works	09/20/2016		Closed	Paper only
09/01/2016	20400, 20500, 20600, 2070	FURNISH MATERIALS AND		09/20/2016		Award Pending	Paper only
07/27/2016	91800, 91814, 91858, 910	AUCTION SERVICES	Finance	09/19/2016		Closed	Electronic & Paper
08/31/2016	91800, 91806, 91012, 910	GRANT WRITING SERVICES	Health	09/14/2016		Closed	Paper only
08/25/2016	28500, 90638, 90650, 900	Traffic Signal Improvements at	Public Works	09/14/2016		Closed	Paper only
09/01/2016	55000, 55000, 55081, 550	Pedestrian Crossing		09/13/2016		Closed	Paper only
09/18/2016	20500, 20800, 20900, 2090	COMMVAULT SIMPANA 10	Information	08/30/2016		Closed	Paper only
07/21/2016	91800, 91820, 91827, 910	EL CENTRO	Human	08/26/2016		Closed	Paper only
08/12/2016	49500, 90742, 90783, 910	On Call Spills & Materials Testing		08/26/2016		Closed	Paper only
08/03/2016	96850, 96888, 98800, 980	Furnish Labor and Materials for	WD-16-10	08/26/2016		Award Pending	Paper only
08/23/2016	12600, 34000, 34500, 710	2016 Fire Code Updates		08/25/2016		Closed	Electronic only
07/21/2016	07000, 20400, 20500, 2060	LICENSE PLATE RECOGNITION	Transportation	08/23/2016		Closed	Paper only
07/20/2016	28000, 28500, 69100, 840	FURNISH AND DELIVER 25 KV	LD-16-05	08/23/2016		Award Pending	Paper only
08/03/2016	47500, 91800, 91806, 910	MEDICAL DIRECTOR	Fire Department	08/22/2016		Closed	Paper only
08/12/2016	28000, 28500, 28700, 690	Post Top Globes for Street	Public Works	08/18/2016		Closed	Electronic only
07/25/2016	55600, 55700, 55800, 550	PASADENA TRANSIT AND	DEPARTMENT	08/17/2016		Closed	Paper only

Highlight the bid opportunity for which you wish to submit a proposal and double click.

The Bid Detail screen will appear (below). Select the Place eBid button in the bottom right corner of the screen and follow the instructions for downloading your proposal:

**Single-Space Parking Meters**
6 days 1:37:15

Line Items
Documents/ Attachments
Addenda & Emails
Prospective Bidders
Bid Results
Awards

**Bid Detail**

<b>Project Title</b>	Single-Space Parking Meters
<b>Invitation #</b>	
<b>Bid Posting Date</b>	October 18, 2016 2:12 PM (Pacific)
<b>Project Stage</b>	Bidding
<b>Bid Due Date</b>	October 24, 2016 5:00 PM (Pacific)
<b>Response Format</b>	Electronic only

<b>Project Type</b>	Bid
<b>Response Types</b>	Line Item
<b>Type of Award</b>	Lump Sum
<b>Categories</b>	55600 - Mass Transportation - Transit Bus 55700 - Mass Transportation - Transit Bus Accessories And Parts 55800 - Mass Transportation - Rail Vehicles And Systems 95872 - Parking Management Services (Incl. Operations, Admissions, And Supervision) 96259 - Parking Services: Operation, A 96858 - Meter Reading Services

<b>License Requirements</b>	
<b>Department</b>	General Purchasing
<b>Address</b>	100 North Garfield Avenue, Room 328, Purchasing & Payables Division, Pasadena, California
<b>County</b>	Los Angeles

<b>Bid Valid</b>	
<b>Liquidated Damages</b>	
<b>Estimated Bid Value</b>	\$5,000 - \$7,500.00
<b>Start/Delivery Date</b>	1/3/2017
<b>Project Duration</b>	

**Pre-Bid Meeting Information**

**Pre-Bid Meeting** No

**Online Q&A**

**Online Q&A** No

**Contact Information**

<b>Contact Info</b>	Jon Hamblen at (826)744-7463 <a href="mailto:jhamblen@cityofpasadena.net">jhamblen@cityofpasadena.net</a>
<b>Bids to Owner's Agent</b>	

**Description**

<b>Scope of Services</b>	(Required) Requesting quote for 15 single space parking meters. Meters must accept credit cards and coin payments, be solar powered, have a cellular modem and communicate sales and meter status data to a web based back-office system at no additional cost to the City. If utilizing equipment that retrofits onto older meter models, the City will be replacing Duncan Eagle CK units.
<b>Other Details</b>	Please contact Jon Hamblen at (826) 744-7463 for any questions regarding Single-space parking meters.
<b>Notes</b>	
<b>Special Notices</b>	
<b>Local Programs &amp; Policies</b>	

Print
Place eBid
Done

**NOTE: To facilitate downloading, please convert your proposal to a single PDF file.**

## 6.1 FEDERAL TERMS AND CONDITIONS.

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3 Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause (" Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act. To the extent this Agreement is for construction services (new construction or repair), Local Health Department agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference

C. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

D. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to PHFE and the Regional Office of the Environmental Protection Agency.

E. Debarment and Suspension Certification. Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify PHFE if Local Health Department or any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify PHFE if Local Health Department or any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## 6.2 SAMPLE CONTRACT

### AGREEMENT AND PURCHASE ORDER TERMS AND CONDITIONS

#### General.

This is a government Agreement. The terms are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Any change in terms must be agreed to by an authorized representative of the City, in writing. Acceptance by the City of goods, materials or services is not an acceptance of Vendor's other terms.

As used herein, "City" means the City of Pasadena and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors and agents.

This Agreement becomes valid only when duly executed or approved and when the City has issued a valid Purchase Order Number. The City's issuance of a Purchase Order Number is the only authorization which will be recognized by City to allow the Vendor to begin action on this Agreement and for charges to its account.

As used herein, "Agreement" means the Purchase Order Requisition, this Agreement and Purchase Order Terms and Conditions and any written documents incorporated by specific reference. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. In case of a conflict, these Purchase Order Terms and Conditions shall strictly prevail over the terms of any other document which is a part of this Agreement.

This Agreement is entered into in the city of Pasadena, California and governed by and construed according to the laws of the State of California.

Vendor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations.

Time is strictly of the essence in this Agreement.

The City's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

Vendor shall not assign or transfer this Agreement or any rights in this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion.

City may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor.

#### Invoices.

Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, the name of the City department to which goods or services were furnished, whether the invoice covers complete or partial delivery or performance, a specification of the goods and services furnished according to the prices stipulated and in a format acceptable to the city, and applicable tax as a separate line item.

Vendor shall be paid upon approval of proper and acceptable invoices for material and services accepted by the City.

No invoice shall be issued prior to receipt and acceptance of material and services by City.

City does not authorize and shall not pay interest charges.

No invoice shall be paid prior to the submittal by Vendor of a W-9 form, Taxpayer Identification Number and Certification.

Inspection and Acceptance. All material ordered and all services performed are subject to final inspection and acceptance by the City in its sole discretion. City may reject and return at Vendor's expense all materials and articles not conforming to this Agreement. Vendor shall bear all risks as to rejected material and services after notice of rejection. City shall rely on Vendor to correct, at no additional costs, all material and all services which are rejected by City as not meeting applicable standards or the requirements of this Agreement.

Indemnity. Vendor agrees to indemnify, hold harmless, and defend (even if the allegations are



false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein, or any acts, errors or omissions, including, without limitation, professional negligence of Vendor. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property (including, without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, corporations or Vendor.

Special terms applicable to all Agreements for goods and material provided to City:

Vendor agrees to prepay transportation charges and to show them separately on all invoices.

Title to all material furnished under this Agreement shall pass to the City on delivery and loading of material at the F.O.B. point designated in this Order.

All material listed in the Safety Orders of the California Division of Industrial Relations shall fully comply with the requirements of said Orders.

All goods, material and equipment ordered, except as otherwise noted in this Order, shall be delivered in a new and unused condition.

All vehicles and automotive equipment furnished under this Agreement/Purchase Order shall meet all requirements of the California Vehicle Code and regulations of the Federal Department of Transportation.

Vendor shall transfer to City the manufacturer's warranty or guarantee for each item furnished, in full force and effect as of the day the City commences operation and use of the item. Where applicable, City shall be named as owner-beneficiary of such warranty or guarantee. In addition, Vendor warrants that all material and goods provided under this Order are free from defects in material and workmanship.

If there is a patent defect in material that goes uncorrected after 10 calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, City may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The City may withhold from Vendor an amount for these costs and recover any balance from Vendor.

Special terms applicable to all Agreements for services provided to City:

**Proof of Insurance.** Prior to performance of services, Vendor shall provide insurance certificates and endorsements to City evidencing coverage required under this paragraph and indicating that City will be notified no fewer than 30 days prior to any cancellation or reduction in coverage.

**Insurance Requirements.** Vendor shall, at its own expense, carry and maintain, during the period of performance: State required Workers' Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$1,000,000, per occurrence, granting a waiver of transfer of rights of recovery, by vendor and its insurance carrier, in favor of City of Pasadena, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$1,000,000 and on which City, its Councilmembers, commissioners, officials, officers, employees, agents and volunteers are named as additional insureds, and granting a waiver of transfer of rights of recovery, by vendor and its insurance carrier, in favor of City of Pasadena; Automobile Liability Insurance with minimum limits of \$1,000,000. City reserves the right to modify or amend the type of coverage and limits based upon the scope of work and the risk(s) involved.

Vendor shall not perform work on City owned property until so authorized in writing by the Department for whom the Work was ordered.

Vendor is an independent contractor and not an employee or agent of City and shall furnish such services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors or agents shall not, under any circumstances, be considered employees of City. Vendor has and shall retain the right to exercise full control over employment, direction, compensation and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries, benefits, taxes and regulations of any nature whatsoever.

Special additional terms applicable to all Agreements for a Public Works Project ("Project"), in addition to those set forth in paragraph 6, above:

This Project is subject to the provisions of Labor Code Sections 1720, et seq., and the requirements of Title 8 of the California Code of Regulations, Sections 16000, et seq., which govern the payment of prevailing wages, employing apprentices on public works projects and related obligations. Vendor and its subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject

to the requirements of Public Contract Code Section 4104, or engage in the performance of this Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Agreement is awarded.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

Vendor must post job site notices prescribed by regulation.

Vendor agrees to timely furnish electronic, certified payroll records for this Project directly to the Labor Commissioner and to make them available for inspection by the City during normal business hours.

The agreement to indemnify City set forth in paragraph 4, above, includes but is not limited to indemnity for any liability loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out any failure by Vendor to meet its obligations under the provisions of Labor Code, Section 1720, et seq., and the requirements of Title 8 of the California Code of Regulations, Section 16000, et seq.

Special additional terms applicable to software licenses and software maintenance, authorized by the Pasadena Department of Information Technology, and to equipment lease and equipment maintenance:

The form of software license, software maintenance, equipment lease and equipment maintenance attached to this Agreement, when approved as to form by the City Attorney, are incorporated as a part of this Agreement, are agreed to by the City, and shall take precedence over all of the terms and conditions of this Agreement, except as to paragraphs numbered 9 through 14, inclusive.

Non-discrimination and Equal Employment Opportunity Practices Provisions:

Vendor certifies and represents that, during the performance of this Agreement, the Vendor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a). Vendor further agrees that it will not maintain any segregated facilities.

Vendor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of the contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a).

Vendor shall, if requested to so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a).

If requested to do so by the City, Vendor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

Vendor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the City.

Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

Vendor shall include these provisions in each of its subcontracts under this Agreement.

Business License. Vendor shall obtain any City Business License required by Pasadena Municipal Code Chapter 5.04. Consult the License Division, Department of Finance, as to license requirements, phone (626)744-4166.

No conflict. Vendor hereby represents, warrants and certifies that no officer or employee of the Vendor is a director, officer or employee of the City of Pasadena, or a member of any boards, commission or committees, except to the extent permitted by law.

Maintenance and Inspection of Records. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Vendor's records to the

extent the City deems necessary to insure it is receiving all money to which it is entitled under this Agreement and/or is paying the amounts to which Vendor is properly entitled to under the Agreement or for other purposes relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement. The Vendor shall maintain all such records in the City of Pasadena. If not, the Vendor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

Taxpayer Protection Act. The restrictions of Article XVII, City of Pasadena Taxpayer Protection Act, of the Pasadena City Charter apply to this Agreement. If the City public official responsible for approving said Agreement determines the amount of the order, or the cumulative amount of purchase orders granted to Vendor over any 12-month period, triggers the requirements of Article XVII, Vendor will be considered a "recipient of a public benefit." City public officials who approve or vote to approve this "public benefit" will be prohibited from receiving gifts or other personal benefits with a value in excess of \$50, campaign contributions, or employment from Vendor for a specified period of time. A "recipient of a public benefit" includes individuals, corporations, firms, partnerships, associations or other persons or entities, as well as those individuals who have more than a 10% equity, participation or revenue interest in an entity, or who serve as trustee, director, partner or officer of the entity. At the City's request, Vendor shall provide written disclosure of all of the foregoing interests, as applicable. Vendor's disclosure will be considered a public record.

Living Wage Ordinance. This Agreement, if over \$25,000, is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and requires that Vendors providing labor or services to the City pay employees in accordance with the Ordinance. Please visit <https://www5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

If there is a difference between the Pasadena Living Wage and Prevailing Wage rates (pursuant to paragraph 7, above) for similar classifications of labor, the contractor and his subcontractors shall pay no less than the highest wage rate.

Approved as to form  
Pasadena City Attorney  
January 13, 2017

# EXHIBIT “B”



SALES (909) 770-5170  
 PARTS (909) 770-5180  
 SERVICE (909) 770-5620

10150 Cherry Ave  
 Fontana CA 92335

WWW.TRANS-WEST.COM

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 112663  
 CITY OF LONG BEACH FINANCIAL MGMT-FLEET OPERATIONS DE-69779/2020-118449  
 Purchaser's Name(s) Stock # On Order  
 Address 2600 TEMPLE AVE Date 06/16/2020  
 City LONG BEACH State CA Bus Phone (562)570-5000  
 County Long Beach\* [10.25] Zip 90806 Call Phone  
 Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About
New	FORD	F550	2020	WHITE	2/2/2021
Type of Vehicle	Serial Number	Mileage		Price Per Unit	Quantity
Truck	Factory Order			\$135,160.00	2
Cash Price Of Base Vehicle					
Additional Options:					
COOPERATIVE PURCHASE AGREEMENT - CITY OF PASADENA. PURCHASE ORDER NO. 1191146-01				Doc Fee / Prep Fee	\$85.00 \$170.00
FET Tire Credit \$0.00				Total	\$135,245.00 \$270,490.00
County Long Beach* [10.25]				California Tire Recycle Fee	\$10.50 \$21.00
GVWR/GCWR 19500				FET	\$0.00
				Sales Tax 10.25000	\$13,862.61 \$27,725.22
				License/Registration Fee	\$0.00
				O/S Delivery Fee	
				Total Cash Delivered Price	\$149,118.11 \$298,236.22
Cash down		Check/PO#		Deposit on Order Each	
payment				Cash on Delivery	
Description Of Trade-In				Appraisal Allow. For Used Vehicle Trade	
Make	Model	Type	Year	Quantity	Less Balance Owning to
					Trade in Allowance
Eng. No.	VIN No.		License No	Amount Due Upon Delivery	
				\$298,236.22	

**ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.**

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF LONG BEACH FINANCIAL MGMT-FLEET OPERATIONS

Purchaser's Name

Ron Creighton

Sales Person

X \_\_\_\_\_  
 Purchaser's Signature

Approved By: \_\_\_\_\_  
 This order is not valid unless signed and accepted by dealer

Jun 16 2020 10:40AM

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

\_\_\_\_\_ (Purchaser's Initials)

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

Signor's Name and Title: \_\_\_\_\_  
(Please Print Name and Title. Must be an Officer of the company  
Authorized to approve capital purchases.)

X \_\_\_\_\_  
(Signature)