

BID NUMBER ITB FS 15-075

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



INVITATION TO BID  
Purchase of two (2) John Deere  
6115D Tractors

33954

CONTRACT NO.

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Montclair CA ON THE 14<sup>th</sup> DAY OF May, 20 15.

COMPANY NAME: Arizona Machinery, LLC dba Stetz Equipment TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 4811 Brooks St. CITY: Montclair STATE: CA ZIP: 91763

PHONE: 909-664-3009 FAX: 909-664-3767

S/ [Signature] (SIGNATURE) Regional General Manager (TITLE)  
Douglas C Jacobs (PRINT NAME) djacobs@stetzeg.com (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)  
\_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_ (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

8/25/15  
Date

APPROVED AS TO FORM August 25, 20 15.  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER ITB FS 15-075**

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

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

- Corporation  State of \_\_\_\_\_
- Partnership  State of \_\_\_\_\_
  - General  Limited
- Joint Venture
- Individual  DBA Stots Equipment
- Limited Liability Company  State of CA 13

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

**OPTIONAL**

**Ethnic (Check one):**

- Black  Asian  Other Non-white
- Hispanic  American Indian  Caucasian

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

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

Is the firm certified as a Disadvantaged Business:  Yes  No

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

- Yes  No

Name of certifying agency: Douglas C. Jacobs 

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

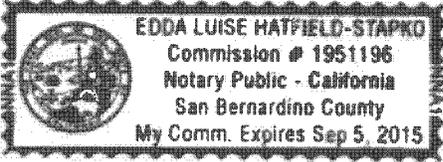
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino )  
On 13 May 2015 before me, Eda Luise Hatfield Stapko  
Date Here Insert Name and Title of the Officer  
personally appeared Douglas C. Jacobs  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Eda Luise Hatfield Stapko  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

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

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

**2. EXAMINATION OF BID:**

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

**3. CONDITIONS OF WORK:**

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

**4. DISCREPANCIES IN BID DOCUMENTS:**

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

**5. ORAL STATEMENTS:**

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

**6. BRAND NAMES AND SPECIFICATIONS:**

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

**7. AWARD:**

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

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

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

**8. PAYMENT:**

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

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

**9. SAFETY APPROVAL:**

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

**10. BUSINESS LICENSE:**

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

**INSTRUCTIONS TO BIDDERS**

Address: \_\_\_\_\_

**11. PUBLIC WORK AND PREVAILING WAGES:**

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

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

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

**SUBCONTRACTORS**

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

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

Company Name: N/A

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

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

**SUBMIT TO:**  
CITY OF LONG BEACH  
CITY CLERK – ATTN: Sokunthea Kol (Soey)  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802

**BID DUE DATE:** May 11, 2015

**TIME:** 11:00 am

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

SOEY KOL (562) 570-6123  
BUYER TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

**18. INTER-AGENCY PARTICIPATION:**

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

YES  NO

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

**INSTRUCTIONS TO BIDDERS**

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

**CONTRACT - GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

**CONTRACT – GENERAL CONDITIONS**

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s)

**CONTRACT – GENERAL CONDITIONS**

obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

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

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**  
 Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:**

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

**CONTRACT – GENERAL CONDITIONS**

thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

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

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

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

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

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

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

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

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

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

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

**CONTRACT – GENERAL CONDITIONS**

the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

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

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

**PROJECT OVERVIEW**

One time purchase to furnish and deliver two (2) John Deere 6115D tractors in accordance with the department needs and/or fund availability.

**BID TIMELINE** – All times are Pacific Time

Bid release date: April 20, 2015  
Questions due to the City: April 27, 2015 by 4:00 pm  
Response from City to Bidder: May 4, 2015 by 4:00 pm  
Bid due date: May 11, 2015 by 11:00 am

**BID SUBMISSION INSTRUCTIONS**

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

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)
- Small Business Enterprise Program (SBE) Form (Exempt) (Attachment G)

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach  
C/O City Clerk  
Attn: Sokunthea Kol (Soey)  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

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

**ITB FS 15-075 Purchase of two (2) John Deere 6115D Tractors**

**Bids must be received by 11:00 AM Pacific Time, May 11, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) attention Soey Kol.

**REFERENCES**

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

**AWARD**

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

**RIGHT TO REJECT BID**

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

**BID PROTEST PROCEDURES**

**Who May Protest**

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

**Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following the bid opening.

**Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds

stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**BOND PROVISIONS**

N/A

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

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

**ACCESS TO CONTRACTOR'S RECORDS**

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

**AMERICANS WITH DISABILITIES ACT**

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

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

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

**COMPLIANCE WITH DAVIS-BACON ACT**

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

**COPYRIGHT**

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

**DRUG-FREE WORKPLACE**

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

**ENERGY EFFICIENCY**

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

**ENVIRONMENTAL LEGISLATION**

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

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

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

**NATIONAL PRESERVATION ACTS**

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

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

#### PATENT RIGHTS

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

#### PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

#### PUBLICATIONS

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

#### RIGHTS TO DATA

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

#### RIGHTS TO USE INVENTIONS

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

#### SYSTEM FOR AWARD MANAGEMENT (SAM)

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

**VENDOR CONTACT INFORMATION**

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

Contact Name: Zach Moore

Contact Direct Phone: 909-664-3209

Contact Fax: 909-626-3767

Contact E-mail: Zmoore@stotzey.com

**CONTRACTOR'S EMPLOYEES**

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

**INSURANCE**

See Requirements on page 9, Section 30

**BRAND NAMES**

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal". The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.

**SPECIFICATIONS**

	COMPLY YES	NO	SPECIFICATION EXCEPTIONS / COMMENTS
<p><b><u>Instructions:</u></b></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES SHALL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	X		
<p><b><u>General:</u></b></p> <p>This specification describes a current model new, unused, two wheel drive type tractor, and mower attachments. The vehicle shall be completely equipped as specified and be ready for service upon delivery. The unit shall comply will the latest editions of the vehicle and administration code of the State of California, SAE standards, Federal Motor Vehicle Safety Standards, provisions of California OSHA and built in accordance with the design criteria of the National Highway Traffic Administration, U.S. Department of Transportation. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete vehicle with all of the manufacturer's latest improvements in the current production unless specifically deleted in the specifications. The vehicle and all components shall be standard production items unless otherwise specified.</p> <p>The manufacturer of the vehicle shall have the ability to supply a completed unit as described below.</p> <p>Single-source responsibility for all warranties pertaining to the tractor and attachments is the responsibility of the prime vendor.</p>			<p>-Tractor warranty is Stutz Equipment</p> <p>X - Mower warranty is Municipal Maintenance Equipment, Inc in Placentia, CA, tiger mower dealer</p>

**SPECIFICATIONS**

<b><u>SPECIFICATIONS:</u></b>	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
Two (2) John Deere 6115D, with triple flail mower attachments.	X		
<b><u>Wheelbase:</u></b> 96 inches minimum.	X		
<b><u>Engine:</u></b> Diesel, in-line, six (6) cylinder, 4.5 liter, turbo charged, inter cooled. Certified CARB T4 engine.  Engine shall be capable of developing not less than 95 horsepower at the PTO.	X		
<b><u>Cooling System:</u></b> Heaviest increased capacity system available, with an automatic adjusting viscous drive fan	X		
<b><u>Power Take Off:</u></b> Shall be rear, 1000 rpm Power Take Off (PTO), capable of 540/1000 rpm. Electronic engagement.	X		
<b><u>Front Axle:</u></b> Shall be solid, pivot type and be adjustable as to track width.			
<b><u>Rear Axle:</u></b> Shall have mechanical operated differential lock. Axle to be adjustable as to track width. Inboard final drive.	X		
<b><u>Brakes:</u></b> Mechanically actuated, wet disk type.	X		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p><b><u>Transmission:</u></b></p> <ul style="list-style-type: none"> <li>a) 9F/9R automatic.</li> <li>b) Power reverser.</li> <li>c) On the go shifting.</li> <li>d) Wet clutch.</li> </ul>		X	<p>a) 12F/12R automatic                      b) Power reverser                      c) on the go shifting                      d) wet clutch</p>
<p><b><u>Wheels:</u></b></p> <p>Steel wheels with cast hubs. Two (2) front and two (2) rear.</p>		X	
<p><b><u>Tires:</u></b></p> <ul style="list-style-type: none"> <li>a) Front, standard 10.00-16</li> <li>b) Rear, standard 18.4-34</li> </ul>		X	
<p><b><u>Steering:</u></b></p> <p>Full hydraulic power with tilt/telescopic adjustment feature.</p>		X	
<p><b><u>Fuel Capacity:</u></b></p> <p>41 gallons minimum.</p>		X	
<p><b><u>Hydraulics:</u></b></p> <ul style="list-style-type: none"> <li>a) Shall be open center type, power on demand, load sensing pump.</li> <li>b) Maximum 2600 psi operating pressure.</li> <li>c) Hydraulic system shall include three remote control valves, with quick connect couplers with covers at rear of tractor.</li> </ul>		X	
<p><b><u>Electrical:</u></b></p> <ul style="list-style-type: none"> <li>a) Shall be 12 volt system, negative ground.</li> <li>b) 90 AMP alternator</li> <li>c) One 12 volt, 925 CCA battery with battery boost.</li> <li>d) Back-up alarm, electric. Cal OSHA approved.</li> <li>e) Vehicle horns shall be electric.</li> </ul>		X	

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p><b><u>Instrumentation:</u></b></p> <ul style="list-style-type: none"> <li>a) Shall include at least the following gauges and/or indicators:</li> <li>b) Engine coolant temperature</li> <li>c) Engine oil pressure</li> <li>d) Ammeter or volt meter</li> <li>e) Fuel capacity gauge</li> <li>f) Hour meter, engine oil pressure actuated preferred, but mechanical drive acceptable.</li> </ul>	<p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p>		
<p><b><u>Cab:</u></b></p> <ul style="list-style-type: none"> <li>a) Unit shall be equipped with a Cal/OSHA approved ROPS/FOPS sound suppressed factory installed cab and comply with SAE standards and recommended practices:</li> <li>b) Interior sound of cab assembly not to exceed 85 DBA.</li> <li>c) Seat belts.</li> <li>d) ROPS/FOPS criteria, per SAE J394A.</li> <li>e) Cab shall include tempered "safety" glass on all windows.</li> <li>f) Front and rear wipers/washers.</li> <li>g) AM/FM/CD stereo with four speakers.</li> <li>h) Clock and external antenna.</li> <li>i) Pull down sun shade.</li> <li>j) Right and left hand mirrors remotely from operators station.</li> <li>k) Integral heater, defroster, air conditioning, and delay-off interior lighting.</li> <li>l) All glass except front windshield shall be limo tinted.</li> </ul>	<p>X</p>		
<p><b><u>Additional Equipment:</u></b></p> <p>Shall have all standard equipment as listed in factory brochure.</p> <p>If not listed as standard equipment the following shall be furnished and installed:</p> <ul style="list-style-type: none"> <li>a) Category 2, 3-point hitch (heavy duty)</li> <li>b) Muffler, quiet design type, with rain cap.</li> <li>c) Road light package, shall include at least two headlights, two tail lights (tail/stop combination), four class "A" turn signal lights, two-front, two-rear, with concealing</li> </ul>	<p>X</p>		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
type switch incorporating four-way flasher. d) Four (4) forward facing High Intensity Discharge (HID) "Field Lighting", high mount, separately switched flood lights, 35 watt minimum size. e) Two (2) rear facing, High Intensity Discharge (HID) "Field Lighting", high mount, separately switched rear work / flood lights, 35 watt minimum size. f) License plate bracket with light. g) Vandalism protection group (i.e. all lights, instruments, engine side panels with locking hasps, and all filler cap locks). h) Slow moving vehicle sign, mounted at rear. i) Foot and hand throttle. j) Right and left rear view mirrors not obstructing operator's forward view. k) All locking devices (i.e.: doors, cabinets, hoods, switches) shall be keyed alike, with 4 spares. l) An appropriate amount of front and/or rear weights shall be added or deleted as required to "balance" the tractor during acceptance test at the Airport maintenance operation area.	X	X	
<b>Paint:</b>  Shall be Chrome Yellow.	X		John Deere Industrial Yellow standard Highway yellow Paint on Mower
<b>Mower Attachments: Tiger T3F HEB Extreme Duty Triple Flail system.</b>  <b>To include :</b> Combo Draft Beam, Tractor Mount Kit and Multi-Valve Cable Control system, Mower Hydraulic Drive System, Mower Hydraulic Cooling System, Front & Rear Guards, Travel Safety Lock.  a) TSF-90RED Flail, RH Side, 90" Cutter Head, STANDARD CUT. b) TSF-90LED Flail, LH Side, 90" Cutter Head, STANDARD CUT. c) RF-102ED Rear Mount 102", Extreme Duty, STANDARD CUT. d) E-KIT Egress Kit, Triple Flail.	X	X	

**SPECIFICATIONS**

COMPLY  
YES NO

SPECIFICATION EXCEPTIONS / COMMENTS

<u>Warranty:</u>			
a) Manufacturer shall identify a single point warranty repair facility approved by the City of Long Beach within a fifty (50) mile radius of Long Beach City Hall. Such single point warranty facility shall be capable of handling all warranties on equipment including tractor chassis, mower attachments, engine, transmission and all related components.		X	Mower warranty is Municipal Maintenance Equipment, Inc. in Placentia, CA, the tiger dealer
b) The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 3 years from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.		X	
c) Warranty shall begin when the City of Long Beach places the unit in service.		X	
d) All transportation of vehicles for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.		X	Warranty F.O.B dealer Transportation of units to mower dealer is the responsibility of the city
e) Hydraulic cylinders shall have a 5-year conditional warranty.		X	Hydraulic cylinders will have three (3) year warranty
f) Transmission warranty shall be 5 years.		X	
g) The frame and fasteners shall have a lifetime warranty.		X	
h) Prior to delivery of the first vehicle manufacturer shall provide a complete listing of all serialized components.		X	
i) Manufacturer shall include part numbers for all consumables to include belts, filters and hoses.		X	Note: Mower Warranty Year 2 and 3 \$250.00 deductible per visit.

**SPECIFICATIONS**

COMPLY  
YES NO

SPECIFICATION EXCEPTIONS / COMMENTS

<u>Warranty Performance:</u>			
<p>a) The contractor shall be required to provide service within one (1) working day after notification by telephone. If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.</p> <p>b) The vehicle manufacturer shall furnish all warranty documentation to the City.</p> <p>c) Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall take full responsibility for returning any defective parts to his supplier.</p> <p>d) Outside vendor repair facility parts and labor billing to go directly to manufacturer.</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p>		<p>X Stotz Equipment and or Municipal Maintenance Equipment, Inc. will provide 1 to 2 business days a diagnostic of the machine. In a timely fashion get unit back up and running</p>
<p><u>Training:</u></p> <p>a) Within 30 days of receipt of the first vehicle by the City of Long Beach the successful bidder shall be required to provide the following:</p> <ul style="list-style-type: none"> <li>▪ One full day of training to all vehicle operators.</li> </ul> <p>b) Upon receipt of the first vehicle by the City of Long Beach and no later than 5 days after delivery the successful bidder shall be required to provide the following:</p> <ul style="list-style-type: none"> <li>▪ One full day of preventative maintenance and specialized repair training of the vehicle and installed equipment to all Fleet Services personnel assigned to the vehicle type.</li> </ul>	<p>X</p> <p>X</p>		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<b><u>Specialty Tools and Repair Manuals:</u></b> Successful bidder shall supply any specialty tools, computer software, computer hardware, service manuals, parts manuals, bumper to bumper color coded air, electrical, and hydraulic schematics as per build, with each tractor delivered.	X		

BID SECTION

COMPANY NAME: Arizona Machinery LLC dba State equipment

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH, 2600 TEMPLE AVE, LONG BEACH, CA 90806

\$ 53,061.00 COST FOR EACH JOHN DEERE 6115D TRACTOR

\$ 68,540.00 COST FOR TRIPLE FLAIL ATTACHMENTS

\$ — TIRE TAX

\$ — DELIVERY – if applicable (nontaxable)

\$ 10,674.09 SALES TAX (at 9%)

\$ 129,275.09 TOTAL COST FOR ONE UNIT

TOTAL COST FOR TWO (2) \$ 258,550.18

ESTIMATED DAY OF DELIVERY (ARO) 90-120

PAYMENT TERMS: NET 30. If other, specify here Net 30  
(discounts offered)

Time is of the essence for delivery. Failure to deliver on the date stated above is a material breach of the contract. The parties agree that damages for delay would be difficult to calculate. Therefore, liquidated damages in the amount of \$ 125.00 per day will be withheld from final payment.

## SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

### General

It is the purpose of the following specifications to describe a self propelled, flail type mower which mows directly to each side, in front of the right rear tire, but behind the front tire, and has a rear mounted three point hitch mounted, PTO driven flail mower. The unit shall be of the manufacturer's current production model, meeting or exceeding the terms of these specifications. Unit(s) shall be the manufacturer's most heavy-duty model available. The manufacturer shall furnish parts and operation manuals for the unit(s) bid. The manufacturer shall also guarantee equipment against defects in workmanship and materials for a period of (1) year. For any offer to be considered, all items must be of a standard production model, "not" modified for bid purposes. It is a requirement of this bid that vendors submit the pertinent information requested in each section marked "(VENDOR REQUIREMENT)". In the event the requested material and responses are not supplied, by the bidder, the bid submitted will be considered non-responsive and will automatically be rejected.

	<u>SPECIFICATIONS REQUIRED</u>	COMPLY YES/NO	LIST (IN DETAIL) ANY EXCEPTIONS AND/OR DEVIATIONS.
B1.0	<b><u>SAFETY AND TESTING</u></b>		
B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/SAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370, . (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer(PE).	YES	SEE ATTACHMENT BA
B1.2	Safety Shielding must include Foot Probe guarding as described in SAE Standard J1001. A safety guard consisting of a horizontal bar that is welded to the front cross tube with a 3/8" thick styrene butadiene rubber attached to the bar shall be standard on all side and rear flails.	YES	
B1.3	Non-restrictive mower control valve shall stop cutter assembly in 7 seconds at full RPM.	YES	
B1.4	Total cutting width shall be not less than 21' 6" of actual cut.	YES	
B1.5	Travel and transport positive hook and pin locks shall be required.	YES	
B1.6	Rubber deflector shield shall be bolted to back of bonnet.	YES	
B1.7	Standard rotation models shall have internal formed steel baffle. Reverse rotation models shall be equipped with front deflector.	YES	

B2.0	<b><u>SIDE FLAIL MOWER SPECIFICATIONS</u></b>		
B2.1	Cutting width shall be at least 90" of actual cut each.	YES	
B2.2	Rear side cutter assembly shall be flail type, hydraulically powered.	YES	
B2.3	Rear flail cutter head assembly weight shall be a minimum of 3,670 lbs.	YES	
B2.4	Cutter head arc shall be 150° from vertical position (Rear unit).	YES	
B2.5	Cutting height shall be infinitely adjustable from -1/2" to +6". (It shall not be necessary to remove the roller mounting brackets to adjust cutting height)	YES	

B3.0	<b><u>MOUNTING SYSTEM</u></b>		
B3.1	Mainframe of the rear mower assembly shall be attached to the tractors rear three point hitch and powered by the tractors PTO.	YES	
B3.2	Lift assembly shall have one single acting and one double acting hydraulic cylinders controlling inboard and outboard ends of cutter head. Cutter Head control (tilt) shall be accomplished by means of direct connected linkage to a double acting cylinder, allowing precise operation of cutting assembly. A single acting cylinder provides lift for the cutter head assembly.	YES	

## SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/ASAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370. (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer (PE).	YES	SEE ATTACHMENT BA
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<b>B4.0 HYDRAULICS</b>			
B4.1	Hydraulic motor shall have an output rating of 81 H.P.	YES	
B4.2	Motors shall have cast steel housing with steel gears.	YES	
B4.3	Hydraulic pressure connections shall meet SAE O-ring and JIC standards.	YES	
B4.4	Reservoir shall be internally treated against corrosion with industry approved chemical agent at time of manufacture. Reservoir shall have a in tank filter rated at 75 GPM, 10 micron, 200 beta, element with bypass, restriction gauge, minimum (1) one PSI pressure at suction outlet and have ball valve at suction line. Tank pressurized to 3 PSI. (VENDOR REQUIREMENT) Submit material used to treat reservoir (include MSDS sheet). Type, design and micron size of filter element.	YES	Nox-Rust* is used to treat inside of hydraulic reservoir. See Attachment BC. Filter is a automatic bypass type, 200 beta 10 micron absolute type filter.
B4.5	Hydraulic oil shall meet a cleanliness standard of ISO 46 rating. (VENDOR REQUIREMENT) Submit report of oil sample used.	YES	SEE ATTACHMENT BD.
B4.6	Hydraulic pump shall be gear type with rating of 98 input H.P, 45.1 GPM at 3,250 PSI.	YES	
B4.7	Pressure and return system hoses shall be 1" unrestricted inside diameter. Hoses shall have a burst pressure of 4 times working pressure.	YES	
B4.8	Mower lift functions shall be supplied by tractors remote lift valves.	YES	
B4.9	Mower control valve shall stop cutter assembly in maximum of 7 seconds from full RPM. (VENDOR REQUIREMENT) State time to stop from full RPM.	YES	A maximum of 7 seconds.
B4.10	Hydraulic hoses and tubes shall be cleaned with pneumatic, triple projectile cleaning, and shall maintain a JDS-G169, class 5.6. ISO cleanliness rating. (VENDOR REQUIREMENT) Submit method of cleaning and standard met.	YES	Hydraulic hoses and tubing is cleaned by forcing foam pigs (projectiles), a minimum of 3 times, meeting JDS-G169 class 5.6
B4.11	Suction line shall be an unrestricted 1-1/4" inside diameter. (Specifically excluding suction filters and screens)	YES	

<b>B5.0 CABLE CONTROL LIFT VALVE</b>			
B5.1	Mower lift control levers shall be of the single action design. Levers shall be pre-loaded to the center position, and have a force of not more than 15 lbs. at full travel. Lever action shall be symmetrical +or- 30° maximum lever on mounting center line. Control levers shall have a working load of not less than 100 lbs. (VENDOR REQUIREMENT) Submit manufacturer, model, and part number of component.	YES	Arens Controls, C8511A000

## SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/ASAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370, . (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer (PE).	YES	SEE ATTACHMENT BA
B5.2	Mower lift control system shall be mechanically controlled by stainless steel, polyethylene cables. Cables shall have a 1 x 7 Core with nylon covering. Core shall be not less than .93" diameter, covered to .125" diameter with high efficient conduit cover. Conduit cover construction shall have a polyethylene liner with black polyethylene covering and shall have a heat range of not less than -65° F to +225° F. Core shall have a nominal movement of 2", with bulkhead end and grooved end for attachment. Terminal ends shall be constructed of stainless steel rod, with brass plated tube. (VENDOR REQUIREMENT) Submit manufacturer, model, and part number of component.	YES	Wescon, 455BG5
B5.3	Mower lift, hydraulic control valve, shall be closed center, load sense, sectional valve, with individual section compensation. Valve shall provide precision metered spools with metering notches. The valve shall have a low operating effort, and a working capability of 3,000 PSI. Valve shall have chrome plated, tapered, and metered spools, and employ individual pressure compensated work sections, flow divider (principle to maintain flow relationships), fully interchangeable spools, shuttle disk type load sense control with neutral drain to tank, and priority flow capability. Valve shall have load checks in each valve section. System shall incorporate a single load sense line to load sense pump (fixed displacement pump systems shall incorporate an inlet unloader option). All functions shall be protected by individual pilot operated, port pressure relief valves, equipped with built in anti-cavitation check valves, and provide a detented float position.	YES	

<b>B6.0 CUTTING HEAD</b>			
B6.1	Drive belt system shall have automatic belt tightener.	YES	
B6.2	Cutter head arc shall be 150° from vertical position.	YES	
B6.3	Cutter head shall have replaceable skid shoes.	YES	
B6.4	Cutter head shall have a minimum of 20-1/4" of inboard travel.	YES	
B6.5	Cutting bonnet thickness shall be 10 gauge, 80,000 lb yield steel with 1/2" drive side and 3/8" carrier side steel end plates.	YES	
B6.6	Cutting head shall have replaceable skid shoes.	YES	

<b>B7.0 CUTTER SHAFT</b>			
B7.1	Cutter head shall have 80 forged, hardened to 40-50Rc, self cleaning, reversible all purpose knives, or 40 smooth cut grass knives. (VENDOR REQUIREMENT) Vendor to indicate type material and hardness of cutter knives.	YES	Forged steel 27MCB5, hardened to 40-50 Rc
B7.2	Cutter shaft shall have operating speed of 2,400 RPM at rated tractor RPM.	YES	

## SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/ASAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370. (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer (PE).	YES	SEE ATTACHMENT BA
B7.3	Cutter shaft shall be a minimum of 6" diameter and 3/8" wall with 2 3/16" diameter bearings, bearings shall be manufactured in the US. Each Bearing race shall have 2 set screws, counter-sunk into cutter shaft end shaft to prevent movement. (VENDOR REQUIREMENT) Vendor shall indicate: Country of bearing manufacture, size, and bearing attachment type.	YES	Bearing is made in USA, it is a 2 3/16" ID bearing and it is attached to the cutter shaft with 2, 3/8" x 5/16", set screws through the outer race and protrude into the counter-sunk hole in cutter shaft end, the set screws are placed 60° from each other. The bearing housing is attached to cutter end plates by 4, 1/2" x 2", NC, L9 bolts.
B7.4	Cutter shaft shall have maximum clearance of 3/32" from bearing wrap protection.	YES	
B7.5	Knife swing circumference shall be a minimum of 58 1/2".	YES	
B7.6	Knife interchangeability shall not require change of cutter shaft.	YES	

<b>B8.0</b>	<b>GROUND ROLLER</b>		
B8.1	Ground roller shall be 6 5/8" diameter, with a self cleaning mounting system.	YES	
B8.2	The ground roller assembly shall have a stationary sleeve bearing positioned on mounting shaft extending from either end. (Specifically excluding ball, tapered, double-tapered, or roller type bearings)	YES	
B8.3	The housing shall have a stationary helical flight and seal guard fitted internally into ground roller, extending into the end of ground roller assembly. The bearing housing shall be connected to a flexible bearing seal on the inboard end of mounting shaft. The outboard end shall have a thrust bearing within the vertically position able bearing housing. An O-ring shall substantially surrounds the thrust bearing held in place by a groove formed within the vertically position able bearing housing.	YES	
B8.4	Internal stub shafts shall be axially and radially designed and are replaceable.	YES	
B8.5	No externally mounted bearing cap shall extend beyond vertically position able housing. (VENDOR REQUIREMENT) Vendor shall describe Roller System, no exception or deviation will be accepted.	YES	Bearing is attached to stub shaft with 2, extra long set screws piloted into stub shaft.

<b>B9.0</b>	<b>FLAIL SPECIFICATIONS 102" REAR FLAIL MOWER</b>		
B9.1	Cutting width shall be at least 102" of actual cut.	YES	
B9.2	Cutting assembly shall be flail type, mechanically powered by tractor's PTO.	YES	
B9.3	Flail mower assembly weight shall be a minimum weight of 1610 pounds.	YES	
B9.4	Cutting height shall be infinitely adjustable from -1/2" to +6". (It shall not be necessary to remove the roller mounting brackets to adjust cutting height)	YES	
B9.5	Tractor's 3 point hitch system shall be used for mower's lift system.	YES	

<b>B10.0</b>	<b>MOUNTING SYSTEM</b>		
B10.1	Unit shall have 3 point hitch Category II mountings.	YES	

**B11.0 DRIVE SYSTEM**

## SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/ASAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370, . (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer (PE).	YES	SEE ATTACHMENT BA
B11.1	PTO shaft shall have a minimum rating of 65 horsepower.	YES	
B11.2	Gearbox shall be reversible, rated at 90 HP constant & 135 HP intermittent.	YES	
B11.3	Drive belt system shall have automatic belt tightened. Rated at 81 HP. (Specifically excluding back bend belt tightened)	YES	

B12.0	<b>CUTTING HEAD</b>	YES	
B12.1	Cutting head shall have replaceable skid shoes.	YES	
B12.2	Cutting head shall be rated for 540 RPM PTO.	YES	
B12.3	Cutter head shall have PTO shaft storage yoke.	YES	
B12.4	Cutting head bonnet thickness shall be 10 gauge, 80,000 lb. yield steel with 1/2" drive side and 3/8" carrier side steel end plates.	YES	

B13.0	<b>CUTTER SHAFT</b>		
B13.1	Cutter head shall have 112 forged, hardened to 40-50Rc, self cleaning, reversible all purpose knives, or 56 smooth cut grass knives. (VENDOR REQUIREMENT) Vendor to indicate type material and hardness of cutter knives.	YES	Forged steel 27MCB5, hardened to 40-50 Arc
B13.2	Cutter shaft shall have operating speed of 2,400 RPM at rated tractor RPM	YES	
B13.3	Cutter shaft shall be a minimum of 6" diameter and 3/8" wall with 2 3/16" diameter bearings, bearings shall be manufactured in the US. Each Bearing race shall have 2 set screws, counter-sunk into cutter shaft end shaft to prevent movement. (VENDOR REQUIREMENT) Vendor shall indicate: Country of bearing manufacture, size, and bearing attachment type.	YES	Bearing is made in USA, it is a 2 3/16" ID bearing and it is attached to the cutter shaft with 2, 3/8" x 5/16", set screws through the outer race and protrude into the counter-sunk hole in cutter shaft end, the set screws are placed 60° from each other. The bearing housing is attached to cutter end plates by 4, 1/2" x 2", NC, L9 bolts.
B13.4	Cutter shaft shall have maximum clearance of 3/32" from bearing wrap protection.	YES	
B13.5	Knife swing circumference shall be a minimum of 58 1/2".	YES	
B13.6	Knife interchangeability shall not require change of cutter shaft.	YES	

B14.0	<b>GROUND ROLLER</b>		
B14.1	Ground roller shall be 6 5/8" diameter, with a self cleaning mounting system.	YES	
B14.2	The ground roller assembly shall have a stationary sleeve bearing positioned on mounting shaft extending from either end.	YES	
B14.3	The housing shall have a stationary helical flight and seal guard fitted internally into ground roller, extending into the end of ground roller assembly. The bearing housing shall be connected to a flexible bearing seal on the inboard end of mounting shaft. The outboard end shall have a thrust bearing within the vertically positionable bearing housing. An o-ring shall substantially surrounds the thrust bearing held in place by a groove formed within the vertically positionable bearing housing.	YES	
B14.4	Internal stub shafts shall be axially and radially designed and are replaceable.	YES	

## SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/SAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370, . (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer (PE).	<b>YES</b>	SEE ATTACHMENT BA
B14.5	No externally mounted bearing cap shall extend beyond vertically positionable housing. (VENDOR REQUIREMENT) Vendor shall describe Roller System, no exception or deviation will be accepted.	<b>YES</b>	Bearing is attached to stub shaft with 2, extra long set screws piloted into stub shaft.

### SPECIFICATIONS 75" HEAVY DUTY SIDE FLAIL

B1.1	Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/ASAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370. (VENDOR REQUIREMENT) Submit compliance report signed by a registered Professional Engineer(PE).	YES	SEE ATTACHMENT BA
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# TIGER CORPORATION

## LIMITED WARRANTY POLICY

### 1. LIMITED WARRANTIES.

- 1.01. Tiger Corporation ("Manufacturer") warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser or for six months to the original commercial or industrial purchaser ("Purchaser" as applicable) that the goods purchased are free from defects in material or workmanship.
- 1.02. Manufacturer will replace for the Purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship during the applicable warranty period.
- 1.03. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires.
- 1.04. No employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Manufacturer.
- 1.05. All warranty may be void if parts other than OEM Tiger parts are used on equipment

### 2. REMEDIES AND PROCEDURES.

- 2.01. This limited warranty is not effective unless the Purchaser returns the Registration and Warranty Form to Manufacturer within 30 days of purchase.
- 2.02. Purchaser claims must be made in writing to the Authorized Dealer ("Dealer") from whom Purchaser purchased the goods or an approved Authorized Dealer ("Dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.03. Purchaser is responsible for returning the goods in question to the Dealer
- 2.04. If after examining the goods and/or parts in question, Manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, Manufacturer will:
  - (a) Repair or replace the defective goods or part(s) or
  - (b) Reimburse Purchaser for the cost of the part(s) and reasonable labor charges (as determined by Manufacturer) if Purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Manufacturer.The choice of remedy shall belong to Manufacturer
- 2.05. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Manufacturer and for returning the goods to the Dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the Dealer to the designated factory.

### 3. LIMITATION OF LIABILITY

- 3.01. MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.02. MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
- 3.03. EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANOTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFACTURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
- 3.04. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

### 4. MISCELLANEOUS

- 4.01. Proper Venue for any lawsuits arising from or related to this limited warranty shall be only in Minnehaha County, South Dakota.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of that term in the future or of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

#### KEEP FOR YOUR RECORDS

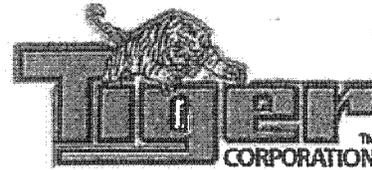
ATTENTION: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Tiger Corporation Implement Model \_\_\_\_\_ Serial Number \_\_\_\_\_

Date Purchased \_\_\_\_\_ Dealer \_\_\_\_\_

ATTENTION: READ YOUR OPERATOR'S MANUAL

# Attachment "BA"



3301 NORTH LOUISE AVE.  
SIOUX FALLS, SD 57107  
PHONE: 800-843-6849 or 605-336-7900  
FAX: 800-718-7620 or 605-731-0472  
WWW.TIGERMOWERS.COM

**Subject: Mower Industry Standards**  
**Date: April 12, 2011**

Tiger Corporation makes every effort to keep abreast of industry standards regarding to product design and safety of rotary and flail cutting systems. We are proud of the fact that we have been an industry leader in regards to collaboration and involvement with National Standards Committees. In regard to our specific products, we follow the guidelines that are set out by these following organizations:

AMS	Aerospace Materials Specifications
SAE	Society of Automotive Engineers
ANSI	American National Standards Institute
ASAE	American Society of Agricultural Engineers
ASTM	American Society for Testing and Materials
ASABE	American Society of Agricultural and Biological Engineering

The specific standards that pertain to our product lines are listed below. As of today, our product designs meet or exceed all standards on Tiger manufactured rotary and flail mowers. If you desire to obtain more information regarding these standards, contact Tiger Corporation.

SAE J232	Industrial Rotary Mower Performance Standards
SAE J1001	Industrial Flail Mower Safety Standards
ANSI 279.12	Lighting and marking of equipment
ASTM E-23	Charpy V-Notch Blade test
ASAE S483	Blade Ductility test for brittleness
ASTM A370	Rockwell C Hardness testing for strength
AMS-S-13165	Shot Peened process to reduce fatigue
ANSI/ASAE 201.4	Application of remote cylinders
ANSI/ASAE S350/SAE J284	Safety alert symbols and marking
ASAE EP363.1	Technical publication writing and documentation
SAE J1065	Pressure rating for hydraulic components
SAE J990	Standards for naming components within mower industry
ASAE S203.13	Standard application of PTO drivelines
ASAE S205.2	Definition standards on power shafts within tractors

Shawn T. Cleary  
President

Bart Trevillyan - PE  
Registered Engineer

DURABILITY      INNOVATION  
COMMITMENT

# Attachment "BC" Tiger Corporation

## MATERIAL SAFETY DATA SHEET

### DAUBERT CHEMICAL COMPANY

4700 SOUTH CENTRAL AVENUE  
CHICAGO, ILLINOIS 60638  
TELEPHONE: (708) 496-7350  
FAX: (708) 496-7367

EMERGENCY CONTACT:  
CHEMTREC (800) 424-9300

### HMIS HAZARD RATING

Health	1
Fire	1
Reactivity	0
Personal Protection	D

Date of Review: May 14, 2004  
Date of Preparation: February 1991

Revised: December 3, 2012  
By: R. Lauterbach

### SECTION I: PRODUCT IDENTIFICATION

Product Name: NOX RUST® VCI-105  
Chemical Family: Petroleum Oil, Additive Blend  
Material Usage: Corrosion Preventive/Lubricant Compound

EMERGENCY OVERVIEW: Petroleum-based product. When product burns it releases typical hydrocarbon products of combustion. Refer to Section 3 for health effects and to Section 5 for fire hazard data.

### SECTION II: HAZARDOUS INGREDIENTS

Component	Wt%	Recommended Exposure Limits (TWA)
Hydrotreated (mild) heavy naphthenic CAS #64742-52-5	40-70	OSHA PEL: Not Established ACGIH TLV: 5 mg/m <sup>3</sup> (mists)
Paraffin oils, petroleum, catalytic Dewaxed light CAS #64742-71-8	10-30	OSHA PEL: Not Established ACGIH TLV: 5 mg/m <sup>3</sup> (mists)
2-Ethylhexoic acid CAS #149-57-5	3-7	None Established
Morpholine CAS #110-91-8	3-7	OSHA PEL: 20 ppm (skin) STEL: 30 ppm

# Attachment "BC" Tiger Corporation

## SECTION III: HEALTH HAZARD INFORMATION

**Primary Routes of Entry:** Inhalation, skin absorption.

**Acute Effects:** May cause severe eye irritation and reversible skin irritation. Prolonged skin exposure may cause dermatitis or oil acne. Breathing mists may cause pulmonary irritation or dizziness. Excessive inhalation may produce dizziness, nausea, headache, and incoordination.

**Chronic Effects:** Not determined.

**Carcinogenicity:** None of the components of this product are listed as carcinogens by NTP, IARC, or OSHA 1910(Z).

**Pre-Existing Medical Conditions Aggravated by Exposure:** Exposure may aggravate pre-existing respiratory or skin problems.

## SECTION IV: FIRST AID PROCEDURES

**Inhalation:** Move victim to fresh air and call emergency medical care. If not breathing, give artificial respiration; if breathing is difficult, give oxygen.

**Eyes:** In case of contact with material, immediately flush eyes with running water for at least 15 minutes. Seek immediate medical attention.

**Skin:** Wash skin with soap and water. Remove and isolate contaminated clothing and shoes at the site.

**Ingestion:** DO NOT INDUCE VOMITING. Consult a physician. If vomiting occurs spontaneously, keep head below hips to prevent aspiration of liquid into the lungs.

## SECTION V: FIRE AND EXPLOSION HAZARD DATA

**Flash Point:** 250 °F. Min. (COC)

**Explosive Limits:** LEL = Not Determined UEL = Not Determined

### EXTINGUISHING MEDIA:

**Small Fires:** Dry chemical, CO<sub>2</sub>, water spray, or regular foam.

**Large Fires:** Water spray, fog, or regular foam. Move container from fire area if you can do it without risk. Apply cooling water to sides of containers that are exposed to flames until well after fire is out. Stay away from ends of tanks.

**Special Firefighting Protection/Emergency Action:** Fire may produce irritating or poisonous gases. Positive pressure self-contained breathing apparatus (SCBA) and structural firefighters' protective clothing will provide limited protection.

**Unusual Fire/Explosion Hazards:** Flammable/combustible material; may be ignited by heat, sparks or flames. Container may explode in heat of fire.

**Products of Combustion:** Carbon monoxide, carbon dioxide, miscellaneous hydrocarbons.

## SECTION VI: SPECIAL PRECAUTIONS AND SPILL/LEAK PROCEDURES

**Steps to be Taken in case Material is Released or Spilled:** Shut off ignition sources; no flares, smoking or flames in hazard area. Stop leak if you can do it without risk.

**Small Spills:** Take up with sand or other noncombustible absorbent material and place into containers for later disposal.

**Large Spills:** Dike far ahead of liquid spill for later disposal.

# Attachment "BC" Tiger Corporation

## SECTION VII: SAFE HANDLING INFORMATION

**Precautions To Be Taken In Handling/Storage:** Store in cool, well-ventilated area. Keep away from flames, sparks or hot surfaces. Never use a torch to cut or weld on or near container. Empty containers can contain explosive vapors.

**Other Precautions:** Never wear contaminated clothing. Launder or dry clean before wearing. Discard oil-soaked shoes. Wash thoroughly with soap and water (waterless hand cleaner may be helpful in removing residues) after use and before smoking or eating. Avoid excessive skin contact.

## SECTION VIII: EXPOSURE CONTROLS

**Respiratory Protection:** NIOSH-approved respirator for organic vapor and mist to control exposure where ventilation is inadequate.

**Ventilation:** General and local exhaust.

**Personal Protective Equipment:**

**Protective Gloves:** Impervious gloves (Viton, PVOH, etc.)

**Eye Protection:** Safety glasses with sideshields or chemical goggles.

**Other Protective Clothing or Equipment:** If splashing is anticipated, wear rubber apron and boots or other protective equipment to minimize contact.

## SECTION IX: REACTIVITY HAZARD DATA

**Stability:** Stable

**Incompatibility:** Strong acids, oxidizing agents.

**Hazardous Decomposition Products:** Carbon monoxide, carbon dioxide, miscellaneous hydrocarbons.

**Hazardous Polymerization:** Will not occur.

## SECTION X: PHYSICAL AND CHEMICAL PROPERTIES

Color:	Amber
Appearance:	Oily liquid
Odor:	Amine-like
Boiling Point (initial):	>300 °F.
Evaporation Rate (Butyl Acetate=1):	>1
Vapor Pressure (mmHg @ 20 °C):	Not Determined
Vapor Density (air=1):	>1
Solubility in Water:	Negligible
Specific Gravity:	0.91
pH:	Not Applicable
Percent Volatile by Volume:	15

## SECTION XI: DISPOSAL CONSIDERATIONS

**Waste Disposal Methods:** Dispose of in accordance with state, local and federal regulations. Materials may become a hazardous waste through use. If permitted, incineration may be practiced.

# Attachment "BC" Tiger Corporation

## SECTION XII: REGULATORY INFORMATION

Volatile Organic Content: (Calculated Values)

VOC per gallon: 1.1 lbs/gal  
VOC per gallon minus exempt solvents and water: 1.1 lbs/gal

EPA Hazardous Waste Number(s) (40 CFR Part 261): Not Applicable

EPA Hazard Category (40 CFR Part 370): DELAYED (CHRONIC)

### SARA TITLE III:

This product contains the following TOXIC CHEMICALS subject to the Reporting Requirements of Sec. 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986, and of 40 CFR Part 372:

Chemical	CAS No.	Wt%
NONE		

This product contains the following EXTREMELY HAZARDOUS SUBSTANCE(S) subject to Emergency Planning Requirements under Sec. 301-303 (40 CFR Parts 300 and 355) and Emergency Release Notification Requirements under Sec. 304:

Chemical	CAS No.	Wt%	RO/TPO Lbs
NONE			

This product contains the following (CERCLA LIST) HAZARDOUS SUBSTANCE(S) subject to Emergency Release Notification Requirements under Sec. 304 (40 CFR Part 302):

Chemical	CAS No.	Wt%	Final RO Lbs
NONE			

### CALIFORNIA PROPOSITION 65:

This product may contain trace quantities of the following chemicals that are identified by the State of California under the Safe Drinking Water and Toxic Reinforcement Act of 1986 ("Proposition 65") as either a carcinogenic or reproductive hazard:

Chemical	CAS No.	Estimated Concentration %
NONE		

Although the information contained herein is believed to be reliable, it is furnished without warranty of any kind. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, and storage.

# Attachment "BD"

## Tiger Corporation

### Hydraulic Oil Sample,

PODS  
OIL SAMPLE REPORT

Sample: TIGER CO..2  
Remarks:  
JULY 11, 2013                      Serial #: 070109302  
Time: 13:26:27                      Sample Mode: BOTTLE  
Volume: 5 mL/RUN                      Flowrate: 50 mL/min  
Viscosity: 39.5 cSt                      Oil Temp: 103.3 F

Reported Concentration: Parts/1 ml  
ISO Code: 10/8/23 (4µm/6µm/14µm) (µm(c))

SIZE	10µm	8µm	6µm	4µm
4.0µm	11.60	11.60	3.40	8.87
4.6µm	4.60	7.60	1.20	4.47
6.0µm	1.20	2.40	0.60	1.40
9.8µm	0.00	0.60	0.00	0.20
14.0µm	0.00	0.00	0.00	0.00
21.2µm	0.00	0.00	0.00	0.00
38.0µm	0.00	0.00	0.00	0.00
68.0µm	0.00	0.00	0.00	0.00

\*\*\*\*\*

**Tiger Corporation recommends  
hydraulic oil must be an ISO Code  
16/14/11 or better.**

**ATTACHMENT A**

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

## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Arizona Machinery, LLC dba Stutz Equipment  
Business/Contractor/Agency

Douglas C. Jacobs Regional General Manager  
Name of Authorized Representative Title of Authorized Representative

[Signature]  
Signature of Authorized Representative

5/11/15  
Date

r21411

### **Acceptance of Certification**

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

### **Instructions for completing the form, Attachment –Debarment Certification**

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

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

**ATTACHMENT B**  
**REFERENCE LIST**



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

Reference Information Form

Client/Contractor Name LA DWP  
 Project Manager/Contact Name LARRY E-mail LARRYSMITH@LADWP.COM Ph. No. \_\_\_\_\_  
 Address P.O. Box 51211 Room 424, LOS ANGELES, CA 90012  
 Project Description Wheeled Tractors  
 Project Dates (Start and End) 2014 Contract Term(s) Purchase Contract Amount 975,000.00

Client/Contractor Name Orange County Wetlands  
 Project Manager/Contact Name Scott Nygren E-mail Snygren@ocwd.com Ph. No. \_\_\_\_\_  
 Address 14980 Rive Road, Corona, CA 92880  
 Project Description 6140M with Tiger Boom Mower  
 Project Dates (Start and End) 2015 Contract Term(s) Purchase Contract Amount 140,000.00

Client/Contractor Name \_\_\_\_\_  
 Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph. No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name \_\_\_\_\_  
 Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph. No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name \_\_\_\_\_  
 Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph. No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*Arizona Machinery LLC dba*

**2** Business name/disregarded entity name, if different from above  
*stotz equipment*

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

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

**5** Address (number, street, and apt. or suite no.)  
*4811 Brooks St*

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>	
<b>OR</b>	
<b>Employer identification number</b>	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ *5/8/2015*

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/tx9](http://www.irs.gov/tx9).

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

**ATTACHMENT C**

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

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

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

### The EBO is applicable to the following employers:

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

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

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

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

### Compliance with the EBO

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

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

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

Printed Name: Douglas C. Jacobs Title: Regional General Manager

Signature: [Handwritten Signature] Date: 5/11/15

Business Entity Name: Arizona Machinery, LLC dba  
Stotz Equipment

**ATTACHMENT D**

**EQUAL BENEFITS ORDINANCE (EBO) FORM**

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Arizona Machinery, LLC dba  
Stitz Equipment Federal Tax ID No. [REDACTED]  
Address: 4811 Brooks Street  
City: Maricopa State: CA ZIP: 91763  
Contact Person: Douglas C. Jacobs Telephone: 909-624-8586  
Email: djacobs@stitzeq.com Fax: 909-624-0175

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

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

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

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

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

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

\_\_\_ Yes \_\_\_ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 11<sup>th</sup> day of May, 2015, at 4811 Brooks St. Mantelair CA

Name Douglas C. Jacobs Signature [Handwritten Signature]

Title Regional General Manager Federal Tax ID No. [Redacted]

**ATTACHMENT E**  
**INSURANCE REQUIREMENT**

## INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

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

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

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

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

Printed Name: Douglas C Jacobs  
Signature: 

Title: Regional General Manager  
Date: 5/11/15

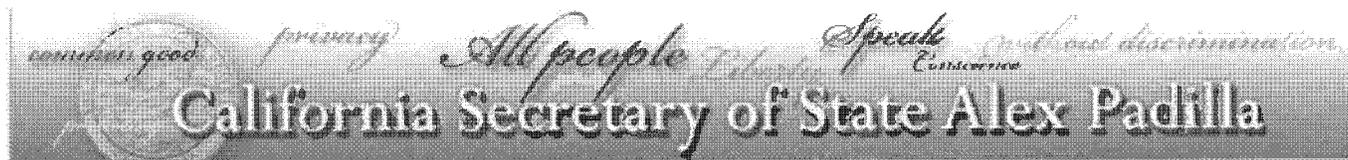
**ATTACHMENT F**

**Please provide print out showing your business is registered with the California Secretary of State.**

**Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:**

**[www.sos.ca.gov/](http://www.sos.ca.gov/)**

**See website location attached**

**Business Entities (BE)**

## Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

## Main Page

## Service Options

## Name Availability

## Forms, Samples &amp; Fees

Statements of Information  
(annual/biennial reports)

## Filing Tips

Information Requests  
(certificates, copies & status reports)

## Service of Process

## FAQs

## Contact Information

## Resources

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

## Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work May 08, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. 1 complete or certified record of an entity.

Entity Name:	ARIZONA MACHINERY, LLC
Entity Number:	201325310185
Date Filed:	09/03/2013
Status:	ACTIVE
Jurisdiction:	ARIZONA
Entity Address:	11111 W MCDOWELL RD
Entity City, State, Zip:	AVONDALE AZ 85382
Agent for Service of Process:	DOUGLAS C JACOBS
Agent Address:	4811 BROOKS ST
Agent City, State, Zip:	MONTCLAIR CA 91763

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

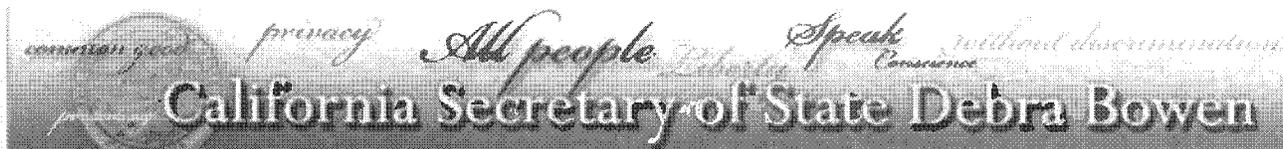
\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by or

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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

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Administration

Elections

Business Programs

California Statewide

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Contact Us

**Business Entities (BE)**

## Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

## Main Page

## Service Options

## Name Availability

## Forms, Samples &amp; Fees

Statements of Information  
(annual/biennial reports)

## Filing Tips

Information Requests  
(certificates, copies & status reports)

## Service of Process

## FAQs

## Contact Information

## Resources

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

## Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

**Business Search**

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

**Search Type:**

Corporation Name    Limited Liability Company/Limited Partnership Name    Entity Number

**Entity Name:** enter company name here and hit "search"

**Disclaimer:** This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

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**ATTACHMENT G**

**SBE – EXEMPT**

**There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.**

# Tiger Specifications

Model	Weight	Capacity	Height	Length	Width	Wheelbase	Turn Radius
850	1,200 lbs	1,000 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
1000	1,500 lbs	1,200 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
1200	1,800 lbs	1,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
1500	2,200 lbs	1,800 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
1800	2,800 lbs	2,200 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
2200	3,500 lbs	2,800 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
2800	4,500 lbs	3,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
3500	5,500 lbs	4,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
4200	6,500 lbs	5,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
5000	7,500 lbs	6,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
6000	8,500 lbs	7,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
7000	9,500 lbs	8,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
8000	10,500 lbs	9,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
9000	11,500 lbs	10,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
10000	12,500 lbs	11,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"

## 850-1000

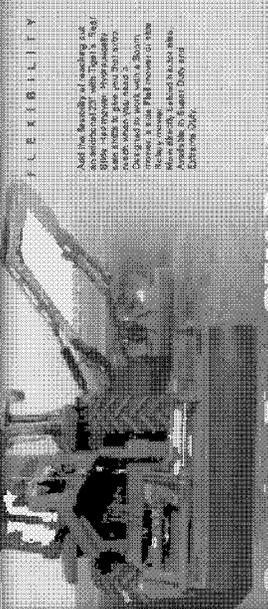
Model	Weight	Capacity	Height	Length	Width	Wheelbase	Turn Radius
850	1,200 lbs	1,000 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
1000	1,500 lbs	1,200 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"

## 1200-1500

Model	Weight	Capacity	Height	Length	Width	Wheelbase	Turn Radius
1200	1,800 lbs	1,500 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"
1500	2,200 lbs	1,800 lbs	11' 0"	11' 0"	48" (1219 mm)	11' 0"	11' 0"

Always use appropriate fuel, lubricants, tire inflation and safety practices as specified on the operator's manual.

# Rear Side Shift Fork



**GENUINE TIGER OEM PARTS**

Special Note: Tiger forklifts are designed and manufactured in the USA. Tiger forklifts are built to last. Contact your dealer for more information on Tiger forklifts. Tiger forklifts are built to last. Contact your dealer for more information on Tiger forklifts.

**Flexibility**

Not a flexibility leader? Tiger forklifts are designed and manufactured in the USA. Tiger forklifts are built to last. Contact your dealer for more information on Tiger forklifts.

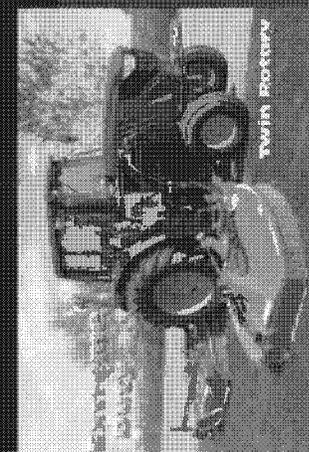


**Dealer Info:**

Tiger Corporation  
 300 S. Main St.  
 Suite 100  
 St. Louis, MO 63102  
 www.tigerforklift.com

**MADE WITH PRIDE IN THE USA**

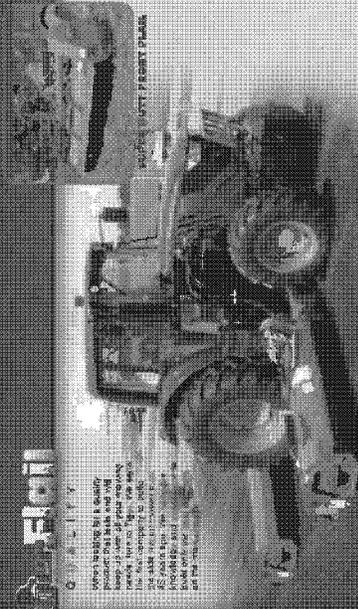
# Tiger SUPER & EXTREME Forklift & Rotary Mowers



**DURABILITY INNOVATION COMMITMENT**

# EIJI

**QUALITY**  
 When backed by a solid  
 production base and the  
 support of a major company,  
 the ability to make  
 the most of the available  
 resources is a key to  
 success. At Ei Ji, we  
 have put it all together  
 at the Ei Ji plant.



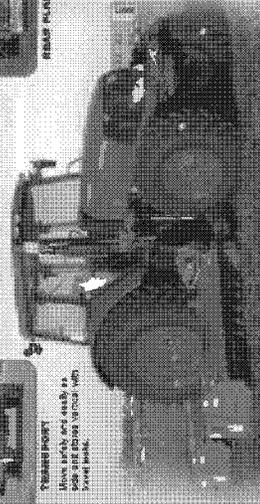
**SCUFFERS FRONT FRONT PLANK**



**FRONT FRONT**  
 Like a cat, it can  
 get all the way into  
 level work.



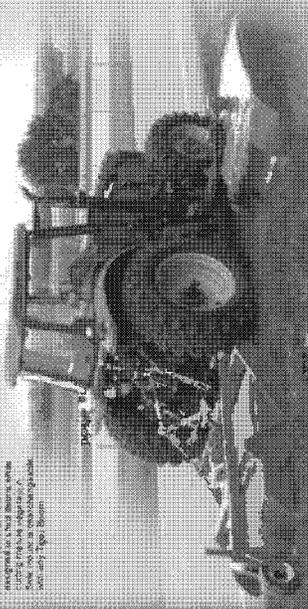
**FRONT FRONT WITH FRONT**



**POWER**  
 With a 100-hp  
 diesel engine and  
 a 100-hp  
 transmission,  
 this tractor has  
 the power to  
 do it all.

# Rotary

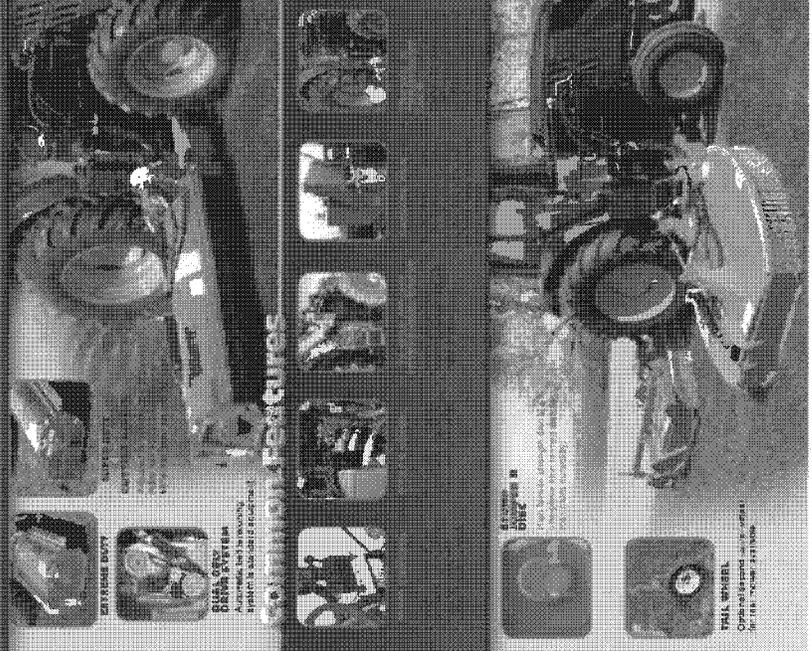
**INNOVATIVE**  
 The 100-hp diesel engine  
 has a 100-hp  
 transmission and  
 a 100-hp  
 front-end loader.  
 This tractor has  
 the power to  
 do it all.



**FRONT FRONT**  
 Like a cat, it can  
 get all the way into  
 level work.



**FRONT FRONT WITH FRONT**



**STORAGE DUTY**

**QUALITY**  
 When backed by a solid  
 production base and the  
 support of a major company,  
 the ability to make  
 the most of the available  
 resources is a key to  
 success. At Ei Ji, we  
 have put it all together  
 at the Ei Ji plant.

**FRONT FRONT WITH FRONT**

# ROTARY FEATURES

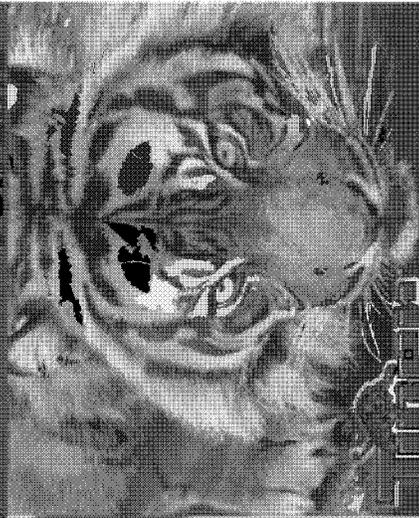
**FRONT FRONT WITH FRONT**

**FRONT FRONT WITH FRONT**

**FRONT FRONT WITH FRONT**

**FRONT FRONT WITH FRONT**

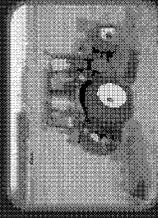
Full Line



TIGER

POWERMOWERS

Attack tough roadside vegetation with the power of a Tiger



DURABILITY INNOVATION

COMMITMENT

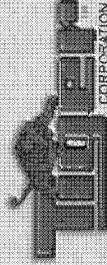


Since 1988, Tiger has engineered and manufactured Tiger products that meet ASTM safety guidelines. Contact your local Dealer today and ask about purchasing a Tiger mower or Tiger OEM parts. Our parts last longer, are more durable and designed and built to fit your Tiger mower perfectly.

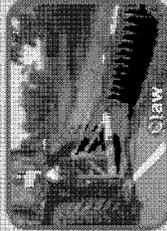
Tiger Corporation reminds everyone that the use of genuine Tiger replacement parts will keep your Tiger equipment productive with the least amount of downtime. Tiger authorized Dealers are the only locations to purchase genuine Tiger parts. Standard warranty is one year unless extended warranty is purchased prior to delivery, the warranty requires the use of genuine Tiger parts or the warranty may be void.

Dealer info:

Tiger Corporation  
3301 N. Louise Ave  
Sioux Falls, SD 57107  
800.843.6849  
www.tigermowers.com  
An Alamo Group Company



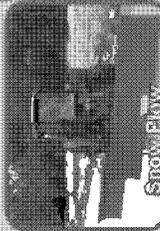
## Attachment



Tiger Claw is engineered to reclaim aggregates from your road side.



Ditcher can be mounted to most side mounted mowers.



Snow Plow and Patrol Wing can attach to most existing Tiger mower mount systems.



Snow Panther, built to tackle those hard to reach snow areas.



Saw Blade provides a smooth pleasing cut. Mounts to 50" Rotary head.



WetCut attaches to Rotary or Flail head. Gives you the ability to deliver herbicide for grass and weeds while mowing.

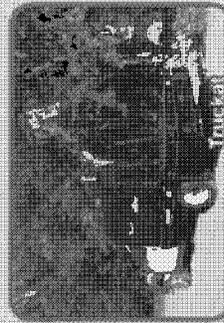
## Specialty



Prowler Slope Pro is a Remote Controlled mower designed to cut in hard to reach areas and slopes up to 50 Degrees.

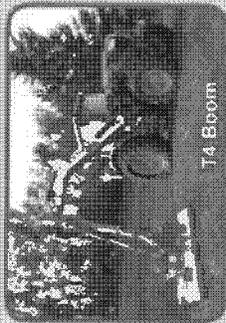


Wheel Loader Booms come in several sizes. Easily attaches to front of Wheel Loader.



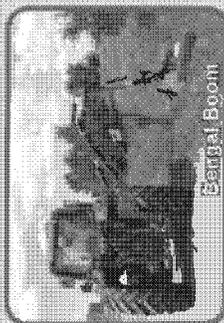
Truckat is a Boom Mower mounted to a HD truck bed. Cuts brush and grass, then drive quickly to your next job site.

## Boom



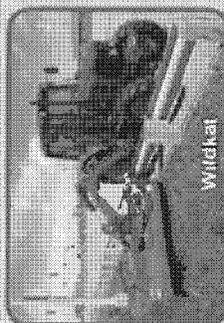
T4 Boom

Tiger T4 Booms - Rotary or Flail head in several sizes and Boom lengths of 18' to 30'



Bengal Boom

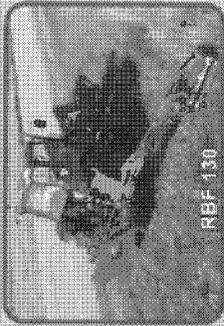
Reach around obstacles and over guard rails. Bengal comes in 18', 22', and 24' lengths.



Wildkat

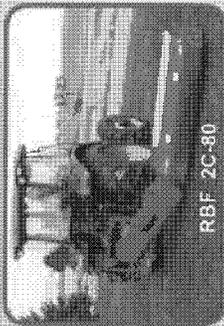
Wildkat operates like a side mower with the reach of a boom mower.

## 3 Point Boom



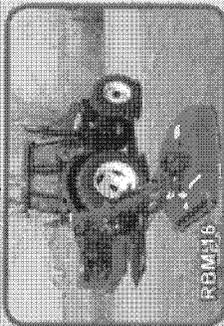
RBF 130

RBF Series Rear Boom Mowers attach to 3 point system on rear of tractor.



RBF 2C-80

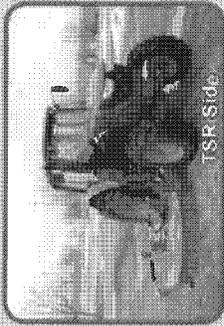
RBF 2C Series - designed with a 90° transport position and 50° degree below horizontal working position for steep slopes.



RBM 16

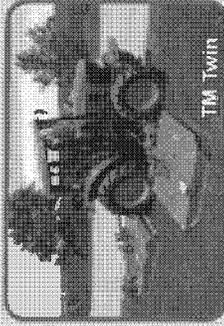
For bigger jobs, look to the Tiger RBM 16 and RBM 20 Series. Up to 20' reach with Rotary or Flail heads.

## Rotary



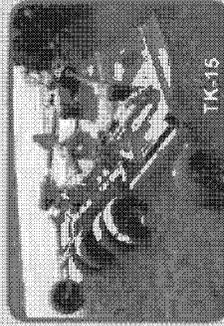
TSR Strip

TSR Series domed top rotary cutters help to shed debris while cutting vegetation.



TM Twin

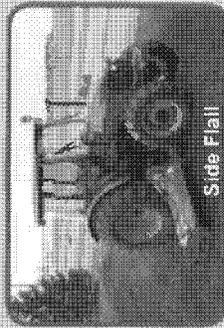
Twin Rotary Mowers come in 60" and 72" sizes for side and 60" rear.



TK-16

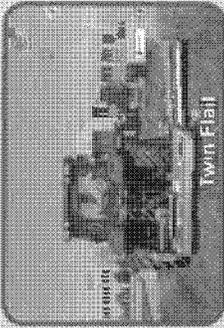
Traikrat pull behind mowers come in 10' and 15'. Built for performance and durability.

## Flail



Side Flail

Tiger Flail mowers are built at the highest standards giving you that perfect groomed cut.



Twin Flail

Super Duty series for compact tractors. Extreme Duty series for utility tractors.



Triple Flail

Cover large areas quickly with the Triple Flail. Handles grass and tough weeds.