

BID NUMBER PA-02409  
TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**

**On-Road Emissions Control Devices  
(ECD) for 8 Vehicles**

CONTRACT NO.

**31362**

**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: Montebello CA ON THE 21 DAY OF July, 2009  
CITY STATE MONTH

COMPANY NAME: Cummins Cal Pacific, LLC. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1105 S. Greenwood Ave CITY: Montebello STATE: CA ZIP: 90640

PHONE: 323 728 - 8111 FAX: 323 869 - 7499

S/ [Signature] General Sales Manager  
(SIGNATURE) (TITLE)

Chris Young chris.young@cummins.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Operations Manager  
(SIGNATURE) (TITLE)

Susan Morales susan.morales@cummins.com  
(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.

APPROVED AS TO FORM 10-27, 2009

THE CITY OF LONG BEACH  
BY [Signature] 10-28-09  
Director of Financial Management Date

ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER PA-02409**

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

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

**Legal Form of Bidder:**

Corporation ☐ State of \_\_\_\_\_  
Partnership ☐ State of \_\_\_\_\_  
General ☐ Limited ☐  
Joint Venture ☐  
Individual ☐ DBA \_\_\_\_\_  
Limited Liability Company ☒ State of Delaware

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

**OPTIONAL**

**Ethnic (Check one):**

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

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

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

Is the firm certified as a Disadvantaged Business: ☐ Yes ☐ No

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

☐ Yes ☐ No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☐ 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.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

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

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## **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

### 11. PUBLIC WORK AND PREVAILING WAGES:

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of 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.

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

#### SUBCONTRACTORS

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

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

Company Name: \_\_\_\_\_

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

Commodity/Service 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

333 W OCEAN BLVD/PLAZA LEVEL

LONG BEACH CA 90802

**BID DUE DATE:** AUGUST 11, 2009

**TIME:** 11:00 am

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

#### A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

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

#### B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>VERN HELBIG</u>	<u>562-570-5426</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

### 17. BID OPENING PROCEDURES:

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

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

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

## **INSTRUCTIONS TO BIDDERS**

### **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.)

### **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.

## 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 changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

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

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 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. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

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

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. 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
- b. 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.

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.

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

**PA02409**  
**City of Long Beach**  
**On-Road Emissions Control Devices (ECD)**

**Specifications**

For the furnishing and installation of emission control devices in accordance with California Air Resources Board (CARB)/South Coast Air Quality Management District (SCAQMD) Best Available Control Technology Devices for diesel powered on-road vehicles. Installation of devices will be performed at the City of Long Beach (City), Fleet Services Yard located at 2600 Temple Avenue, Long Beach, CA., or other locations as designated by the City.

This is notice of the City's invitation to contractors to submit a bid. It does not represent a commitment on the part of the City nor does it signify a valid purchase agreement between the City and any contractor, supplier or service provider.

This Invitation to Bid is to retrofit the City's On-Road Heavy Equipment with level 3 Diesel Particulate Filters (DPFs) or the highest available level for the specified Engine Year/Engine Family listed. Based on engine family and model year, devices shall include NOx reduction capabilities. Device rating shall be no less than level 2 for Group 1 engines.

Vendor must be able to supply approved components, perform installation onto specified equipment, test the equipment after installation and certify that the unit is compliant at the required specified level and meet all applicable regulations. The DPFs must have CARB/SCAQMD verification for each vehicle type and engine family.

Installation must be completed within a reasonable period of time, but not to exceed three (3) months from placement of order to final testing of the unit.

CARB/SCAQMD documentation for each proposed device must be verified and included with the bid for the listed vehicle/engine family combination.

The awarded bidder, at their expense, shall perform data logging of each vehicle to ensure proper operation of proposed ECD.

Awarded bidder will perform all installation work on site and will provide a list of all specialized diagnostic tools and/or software included with each type of device for proper operation of installed devices.

All DPFs must be installed and operational no later than three (3) months from date of award. Installations will be scheduled during normal Fleet Services Bureau operating hours, Monday thru Friday.

Failure on the part of the awarded bidder to complete installation of DPFs by the deadline will result in a non-performance charge of \$50.00 per day per vehicle. The non-performance charge will not be applied for the days that the vehicle was not made available for installation per the vendor's pre-designated installation schedule.

Manufacturers' warranty shall be included covering a period of not less than 12 months after completion of the installation.

An invoice shall be issued for each individual vehicle and shall be itemized listing all installed components and labor charges separately.

All charges, e.g., packing and installation, must be included in the bid. No additional charges will be allowed unless specified in the bid.

This Bid is for furnishing and installing ECDs for the attached listed units based on the vehicle/engine information provided. Should clarification of vehicle information be needed, please contact Vernon Helbig, Acting Superintendent of Fleet Maintenance via email to [Vernon.Helbig@longbeach.gov](mailto:Vernon.Helbig@longbeach.gov)

## BID SECTION

Vehicles	Bid Price	DPF* Type/Model Rated Level
<b>Vehicle 1:</b> Unit 1227 – Year: 1983; Make/Model: International Cargo Star; Engine Year: 1982; Manufacturer: International; Engine Family Name: 175C, H.P. 175	\$ 14, 967.01	Cleaire Horizon Level 3
<b>Vehicle 2:</b> Unit 1274 – Year: 1982; Make/Model: International S1854; Engine Year: 1982; Manufacturer: International Serial #184631; Engine Family Name: 1800793-091, H.P. 160	\$ 16,007.01	Cleaire Horizon Level 3
<b>Vehicle 3:</b> Unit 1294 – Year: 1986; Make/Model: Western Star Trucks; Engine Year: 1986; Serial # 11343438; Engine Family Name: NTCC-350, H.P. 350	\$ 16,007.01	Cleaire Horizon Level 3
<b>Vehicle 4:</b> Unit 13203 – Year: 1987; Make/Model: Ford C8000; Engine Year: 1983; Manufacturer: Caterpillar Serial # C278595; Engine Family Name: 3208/APR# 7W565	\$ 14,967.01	Cleaire Horizon Level 3
<b>Vehicle 5:</b> Unit 13113 – Year: 1992; Make/Model: GMC SLE TOP KICK; Engine Year: 1992; Manufacturer: Caterpillar Serial # 2BK22744; Engine Family Name: 3116, H.P. 170	\$ 14,967.01	Cleaire Horizon Level 3
<b>Vehicle 6:</b> Unit 13153 – Year: 1996; Make/Model: Ford F800; Engine Year: 1992; Manufacturer: Cummins Serial # 45354295; Engine Family Name: TCE359D6DABW, H.P. 190	\$ 14,967.01	Cleaire Horizon Level 3
<b>Vehicle 7:</b> Unit 13120 – Year: 1992; Make/Model: International TE403; Engine Year: 1992; Manufacturer: International (Navistar); Engine Family Name: D7A-360/Model C170C	\$ 14,967.01	Cleaire Horizon Level 3
<b>Vehicle 8:</b> Unit 13204 - Year: 1995; Make/Model: Freightliner FL60; Engine Year: 2002; Manufacturer: Cummins Serial # 60218309; Engine Family Name: 6E7AA-230, H.P. 230	\$ 16,007.01	Cleaire Horizon Level 3

\* Note: All devices must meet CARB criteria and be verified by CARB/SCAQMD at the stated Level of Particulate and NOx reduction for the proposed engine family.

**If more space is needed for quotes please attach a separate sheet for each unit.**



## Diesel Emission Control Device Quotation

### Customer Information

**Company Name** City of Long Beach  
**Contact Name** Vern Helbig  
**Address** 2600 Temple Ave  
**City, State, Zip** Long Beach, CA 90806  
**Phone** 562 570-5427  
**Fax** \_\_\_\_\_  
**email** vernon.helbig@longbeach.gov

**Date:** 7/24/2009  
**Quote #:** 09 594

Quotation Prepared by:  
**Frank Perry**  
 818 926-2278  
[frank.perry@cummins.com](mailto:frank.perry@cummins.com)

Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	<b>Unit 1227 1983 International Cargo Star</b>				
	<b>1982 International 175 Hp</b>				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 1,560.00	\$ 1,560.00		
			\$ -		\$ -
	<b>Need to verify family number</b>		\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 1,560.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
			<b>Total Materials</b>	<b>\$</b>	<b>13,407.01</b>
			<b>Total Labor</b>	<b>\$</b>	<b>1,560.00</b>
			<b>Grand Total</b>	<b>\$</b>	<b>14,967.01</b>

### Comments:

- Pricing is based on customer's original specifications, and scope of work, and is subject to an inspection of the vehicle by a Cummins Cal Pacific engineer. Until such inspection is completed, or if the equipment or specifications change, Cummins Cal Pacific reserves the right to adjust pricing accordingly, or rescind this quote entirely.
- All retrofit devices being quoted are verified by CARB to Level 3 PM control and are available for sale in California, unless otherwise specified. It is the purchaser's responsibility, and not Cummins Cal Pacific's, to ensure the device complies with any regulations the purchaser may be subject to.
- All parts, materials and labor required for DPF installation are included in this quotation.
- Freight/Shipping – The cost of shipping parts and components is included in the cost of this quote.
- This quote is based on the installation taking place at the customer's location.
- Please request a separate quote for the assistance of our field service technicians for any services outside the scope of this quotation.
- This pricing is valid for 30 days from quote date. All purchase orders must reference this quote (by number).

### Terms and Conditions:

- Payment terms are NET 30 Days, subject to Credit Terms contained in our Credit Application and this document. 1.5% per mo. will be charged on past due accounts.
  - Credit approval is subject to Cummins Cal Pacific, LLC's sole discretion. This quote in no way constitutes approval of credit.
  - Unless mutually agreed upon in writing, Cummins Cal Pacific, LLC will not accept purchase orders which:
    - a) specify delivery dates that are not subject to manufacturer's leadtimes, b) contain penalty clauses or liquidated damage clauses, c) require Cummins Cal Pacific, LLC. to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless Cummins Cal Pacific, LLC., d) require Cummins Cal Pacific, LLC. to pay any and all legal expenses for the purchaser in the event of a dispute.
  - Notwithstanding anything in this agreement or under law, buyer and seller agree that seller's only liability for any breach of this agreement (or any defect in any item of property sold by seller ) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
  - This quote may be modified and/or rescinded by Cummins Cal Pacific, LLC. at its sole discretion unless and until accepted on or after the quote date.
- Note: The Terms and conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation. If vehicles are not made available in a timely manner, CCP reserves the right to charge customer for materials purchased, at .5% of Purchase Order value.

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 Irvine, California 92606  
 949 253 6000  
[www.CumminsCalPacific.com](http://www.CumminsCalPacific.com)

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 Los Angeles 1105 S. Greenwood Ave. Montebello, CA 90640 800 413 4373  
 San Diego 310 N. Johnson Ave. El Cajon, CA 92020 800 993 4373  
 Ventura 3956 Transport Street, Ventura, CA 93003 800 881 1159



**Cal  
Pacific**

## Diesel Emission Control Device Quotation

### Customer Information

Company Name City of Long Beach  
 Contact Name Vern Helbig  
 Address 2600 Temple Ave  
 City, State, Zip Long Beach, CA 90806  
 Phone 562 570-5427  
 Fax \_\_\_\_\_  
 email vernon.helbig@longbeach.gov

Date: 7/24/2009  
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Quotation Prepared by:  
**Frank Perry**  
 818 926-2278  
[frank.perry@cummins.com](mailto:frank.perry@cummins.com)

Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	<b>Unit 1274 1982 International S1854</b>				
	<b>1982 International 160 Hp</b>				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 2,600.00	\$ 2,600.00		
			\$ -		\$ -
			\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 2,600.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
			<b>Total Materials</b>		<b>\$ 13,407.01</b>
			<b>Total Labor</b>		<b>\$ 2,600.00</b>
			<b>Grand Total</b>		<b>\$ 16,007.01</b>

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- Freight/Shipping - The cost of shipping parts and components is included in the cost of this quote.
- This quote is based on the installation taking place at the customer's location.
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    - contain penalty clauses or liquidated damage clauses,
    - require Cummins Cal Pacific, LLC. to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless Cummins Cal Pacific, LLC.,
    - require Cummins Cal Pacific, LLC. to pay any and all legal expenses for the purchaser in the event of a dispute.
  - Notwithstanding anything in this agreement or under law, buyer and seller agree that seller's only liability for any breach of this agreement (or any defect in any item of property sold by seller) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
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**818 926-2278**  
[frank.perry@cummins.com](mailto:frank.perry@cummins.com)

Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	Unit 1294 1986 Western Star Tractor				
	1986 Cummins NTCC 350 Hp				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 2,600.00	\$ 2,600.00		
			\$ -		\$ -
			\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 2,600.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
				<b>Total Materials</b>	<b>\$ 13,407.01</b>
				<b>Total Labor</b>	<b>\$ 2,600.00</b>
				<b>Grand Total</b>	<b>\$ 16,007.01</b>

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    - a) specify delivery dates that are not subject to manufacturer's leadtimes, b) contain penalty clauses or liquidated damage clauses, c) require Cummins Cal Pacific, LLC. to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless Cummins Cal Pacific, LLC., d) require Cummins Cal Pacific, LLC. to pay any and all legal expenses for the purchaser in the event of a dispute.
  - Notwithstanding anything in this agreement or under law, buyer and seller agree that seller's only liability for any breach of this agreement (or any defect in any item of property sold by seller) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
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Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	<b>Unit 13203 1987 Ford C8000</b>				
	<b>1983 Caterpillar 3208 215 Hp</b>				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 1,560.00	\$ 1,560.00		
			\$ -		\$ -
	<b>Need to verify family number</b>		\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 1,560.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
				<b>Total Materials</b>	<b>\$ 13,407.01</b>
				<b>Total Labor</b>	<b>\$ 1,560.00</b>
				<b>Grand Total</b>	<b>\$ 14,967.01</b>

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  - Notwithstanding anything in this agreement or under law, buyer and seller agree that seller's only liability for any breach of this agreement (or any defect in any item of property sold by seller) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
  - This quote may be modified and/or rescinded by Cummins Cal Pacific, LLC. at its sole discretion unless and until accepted on or after the quote date.
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Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	Unit 13113 1992 GMC Top Kick				
	1992 Caterpillar 3116 170 Hp				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 1,560.00	\$ 1,560.00		
			\$ -		\$ -
			\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 1,560.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
			<b>Total Materials</b>	<b>\$</b>	<b>13,407.01</b>
			<b>Total Labor</b>	<b>\$</b>	<b>1,560.00</b>
			<b>Grand Total</b>	<b>\$</b>	<b>14,967.01</b>

### Comments:

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  - Unless mutually agreed upon in writing, Cummins Cal Pacific, LLC will not accept purchase orders which:
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    - contain penalty clauses or liquidated damage clauses,
    - require Cummins Cal Pacific, LLC. to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless Cummins Cal Pacific, LLC.,
    - require Cummins Cal Pacific, LLC. to pay any and all legal expenses for the purchaser in the event of a dispute.
  - Notwithstanding anything in this agreement or under law, buyer and seller agree that seller's only liability for any breach of this agreement (or any defect in any item of property sold by seller) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
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 Ventura 3958 Transport Street, Ventura, CA 93003 800 881 1159



**Cal  
Pacific**

## Diesel Emission Control Device Quotation

### Customer Information

Company Name City of Long Beach  
 Contact Name Vern Helbig  
 Address 2600 Temple Ave  
 City, State, Zip Long Beach, CA 90806  
 Phone 562 570-5427  
 Fax \_\_\_\_\_  
 email vernon.helbig@longbeach.gov

Date: 7/24/2009  
 Quote #: 09 594

Quotation Prepared by:  
**Frank Perry**  
**818 926-2278**  
frank.perry@cummins.com

Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	<b>Unit 13153 1996 Ford F800</b>				
	<b>1992 Cummins 5.9 190 Hp</b>				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 1,560.00	\$ 1,560.00		
			\$ -		\$ -
			\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 1,560.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
			<b>Total Materials</b>		<b>\$ 13,407.01</b>
			<b>Total Labor</b>		<b>\$ 1,560.00</b>
			<b>Grand Total</b>		<b>\$ 14,967.01</b>

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  - Notwithstanding anything in this agreement or under law, buyer and seller agree that seller's only liability for any breach of this agreement (or any defect in any item of property sold by seller) shall be limited to the replacement of the defective part or replacement of the defective product; and buyer shall have no other right, claim or remedy against seller, including, but not limited to any right to recover consequential damages under any circumstance.
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**Cal  
Pacific**

## Diesel Emission Control Device Quotation

### Customer Information

Company Name City of Long Beach  
 Contact Name Vern Helbig  
 Address 2600 Temple Ave  
 City, State, Zip Long Beach, CA 90806  
 Phone 562 570-5427  
 Fax \_\_\_\_\_  
 email vernon.helbig@longbeach.gov

Date: 7/24/2009  
 Quote #: 09 594

Quotation Prepared by:  
**Frank Perry**  
**818 926-2278**  
frank.perry@cummins.com

Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	Unit 13120 1992 International TE403				
	1992 Navistar DT 360 170 Hp				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 1,560.00	\$ 1,560.00		
			\$ -		\$ -
			\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 1,560.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
			<b>Total Materials</b>		<b>\$ 13,407.01</b>
			<b>Total Labor</b>		<b>\$ 1,560.00</b>
			<b>Grand Total</b>		<b>\$ 14,967.01</b>

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Date: 7/24/2009  
 Quote #: 09 594

Quotation Prepared by:  
**Frank Perry**  
**818 926-2278**  
frank.perry@cummins.com

Qty	Item Description	Labor	Total Labor	Materials	Total Materials
	Unit 13204 1995 Freightliner FL60				
	2002 Cummins 230 Hp				
1	Cleaire Horizon (on hwy), up to 370 Hp			\$ 11,335.00	\$ 11,335.00
1	Installation Kit			\$ 714.28	\$ 714.28
1	Installation Labor	\$ 2,600.00	\$ 2,600.00		
			\$ -		\$ -
			\$ -		\$ -
1	Freight		\$ -	\$ 166.67	\$ 166.67
<b>Sub Totals</b>		<b>Labor</b>	<b>\$ 2,600.00</b>	<b>Materials</b>	<b>\$ 12,215.95</b>
			<b>Sales Tax</b>	<b>9.75%</b>	<b>\$ 1,191.06</b>
			<b>Total Materials</b>	<b>\$</b>	<b>13,407.01</b>
			<b>Total Labor</b>	<b>\$</b>	<b>2,600.00</b>
			<b>Grand Total</b>	<b>\$</b>	<b>16,007.01</b>

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**State of California  
AIR RESOURCES BOARD**

**EXECUTIVE ORDER DE-05-010-03**

Pursuant to the authority vested in the Air Resources Board (ARB) by Health and Safety Code, Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code section 39515 and 39616 and Executive Order G-02-003;

Relating to Exemptions under section 27156 of the Vehicle Code, and Verification under sections 2700 through 2710 of Title 13 of the California Code of Regulations

Cleaire Advanced Emission Controls, LLC (Cleaire)  
Horizon™ Electric Particulate Filter (Horizon)

ARB staff reviewed Cleaire's request for verification of the Horizon. Based on an evaluation of the data provided, and pursuant to the terms and conditions specified below, the Executive Officer of ARB hereby finds that the Horizon reduces emissions of diesel particulate matter (PM) consistent with a Level 3 device (greater than or equal to 85 percent reductions) (Title 13, California Code of Regulations (CCR), sections 2702 (f) and (g) and section 2708). Accordingly, the Executive Officer determines that the system merits verification and, subject to the terms and conditions specified below, classifies the Horizon as a Level 3 system for on-road vehicles that use heavy-duty diesel engines of all model years up through and including 2006, except those belonging to engine families listed in Attachment 1.

The Horizon is compliant with the 2009 nitrogen dioxide emissions limit and as such is designated as a "Plus" system per section 2702(f).

The aforementioned verification is subject to the following terms and conditions:

- The engine must be model year 2006 or older, and not belong to any of the engine families listed in Table 1 of Attachment 1. The Horizon may be used with engines in the families listed in Table 2 of Attachment 1 provided certain conditions are met, as described below.
- The engine must be used by an on-road motor vehicle with a manufacturer's Gross Vehicle Weight Rating of over 14,000 pounds.
- The engine may have a pre-existing diesel oxidation catalyst from the original equipment manufacturer if the engine's model year is between 1994 and 2005, inclusive.
- If the engine's model year is 2006 or if the engine's model year is 1993 or older, the engine must not have a pre-existing diesel oxidation catalyst from the original equipment manufacturer unless following conditions are met:

- The original equipment diesel oxidation catalyst is left in place and not removed.
- The Horizon is installed downstream of the diesel oxidation catalyst.
- The backpressure sensor is installed upstream of the diesel oxidation catalyst.
- The engine must not have a pre-existing diesel particulate filter from the original equipment manufacturer.
- The engine must have a displacement no greater than 15 liters.
- The engine must be four-stroke.
- The engine can be mechanically or electronically injected.
- The engine should be well maintained and not consume lubricating oil at a rate greater than that specified by the engine manufacturer.
- Lube oil, or other oil, should not be mixed with the fuel.
- The product must not be operated with fuel additives, as defined in section 2701 of Title 13, of the CCR, unless explicitly verified for use with the fuel additive(s).
- The product must not be used with any other systems or engine modifications without ARB and manufacturer's approval.
- The other terms and conditions specified below.

IT IS ALSO ORDERED AND RESOLVED: That installation of the Horizon, manufactured by Cleaire Advanced Emission Controls, LLC, 14775 Wicks Boulevard, San Leandro, California 94577-6779, has been found not to reduce the effectiveness of the applicable vehicle pollution control system, and therefore, the Horizon is exempt from the prohibitions in section 27156 of the Vehicle Code for installation on heavy-duty on-road vehicles. This exemption is only valid provided the engines meet the aforementioned conditions.

ARB reserves the right in the future to review this Executive Order and the exemption and verification provided herein to assure that the exempted and verified add-on or modified part continues to meet the standards and procedures of CCR, Title 13, section 2222, et seq and CCR, Title 13, sections 2700 through 2710.

The Horizon consists of a non-catalyzed silicon carbide wall-flow diesel particulate filter, electric heating element, air pump, and an electronic control system. All necessary hardware and controls are installed on the vehicle, requiring only off-board electric power to supply energy to the heater. The major components of the Horizon are identified in Attachment 2.

No changes are permitted to the device. ARB must be notified, in writing, of any changes to any part of the Horizon. Any changes to the device must be evaluated and approved by ARB. Failure to do so shall invalidate this Executive Order.

Changes made to the design or operating conditions of the Horizon, as exempted by ARB, which adversely affect the performance of the vehicle's pollution control system, shall invalidate this Executive Order.

This Executive Order is valid provided that installation instructions for the Horizon do not recommend tuning the vehicle to specifications different from those of the vehicle manufacturer.

Marketing of the Horizon using identification other than that shown in this Executive Order or for an application other than that listed in this Executive Order shall be prohibited unless prior approval is obtained from ARB.

This Executive Order shall not apply to any Horizon advertised, offered for sale, sold with, or installed on a motor vehicle prior to or concurrent with transfer to an ultimate purchaser.

ARB estimates that the Horizon has no significant effect on average fuel economy.

As specified in the Diesel Emission Control Strategy Verification Procedure (CCR, Title 13, section 2706 (g)), ARB assigns each Diesel Emission Control Strategy a family name. The designated family name for the verification as outlined above is:

**CA/CLE/2005/PM3+/N00/ON/DPF01.**

Additionally, as stated in the Diesel Emission Control Strategy Verification Procedure, Cleaire is responsible for honoring the required warranty (section 2707) and conducting in-use compliance testing (section 2709).

This Executive Order is valid provided that the diesel fuel used in conjunction with the device complies with Title 13, CCR, sections 2281 and 2282, and if biodiesel is used, the biodiesel blend shall be 20 percent or less subject to the following conditions:

- The biodiesel portion of the blend complies with the American Society for Testing and Materials (ASTM) specification D6751 applicable for 15 parts per million sulfur content;
- The diesel fuel portion of the blend complies with Title 13, CCR, sections 2281 and 2282; and
- The use of biodiesel applies to devices verified to reduce only diesel particulate matter.

Other alternative diesel fuels such as, but not limited to, ethanol diesel blends and water emulsified diesel fuel are excluded from this Executive Order.

Systems verified under this Executive Order shall conform to all applicable California emissions regulations.

This Executive Order does not release Cleaire from complying with all other applicable regulations.

Violation of any of the above conditions shall be grounds for revocation of this Executive Order.

Executed at El Monte, California, this 12<sup>th</sup> day of June 2007

/s/

Robert H. Cross, Chief  
Mobile Source Control Division

Attachment 1: Excluded Engine Families for the Horizon  
2: Horizon Parts List

**ATTACHMENT 1**  
Executive Order DE-05-010-03

**Engine Families EXCLUDED from the Cleaire Horizon Diesel Particulate Filter Verification**

**Table 1. Excluded Engine Families**

<b>Model Year</b>	<b>Engine Family</b>	<b>Engine Manufacturer</b>
1988	JDD0426FWF7	Detroit Diesel Corporation
1988	JDD0552FZG8	Detroit Diesel Corporation
1988	JDD0736FZH5	Detroit Diesel Corporation
1988	JGM0552FZG2	General Motors
1988	JGM0426FWF1	General Motors
1988	JGM0736FZHX	General Motors
1989	KDD0426FWF6	Detroit Diesel Corporation
1989	KDD0552FZG7	Detroit Diesel Corporation
1989	KDD0736FZH4	Detroit Diesel Corporation
1989	KDD0736FWH9	Detroit Diesel Corporation
1990	LDD0426FAF6	Detroit Diesel Corporation
1990	LDD0426FZF0	Detroit Diesel Corporation
1990	LDD0502FZL2	Detroit Diesel Corporation
1990	LDD0552FAG1	Detroit Diesel Corporation
1990	LDD0552FZG6	Detroit Diesel Corporation
1990	LDD0736FAH9	Detroit Diesel Corporation
1990	LDD0736FZH3	Detroit Diesel Corporation
1991	MDD0426FZFX	Detroit Diesel Corporation
1991	MDD0552FZG5	Detroit Diesel Corporation
1991	MDD0736FZH2	Detroit Diesel Corporation
1992	NDD0426FZF9	Detroit Diesel Corporation
1992	NDD0552FZG4	Detroit Diesel Corporation
1992	NDD0736FZH1	Detroit Diesel Corporation
1993	PDD0426FZF7	Detroit Diesel Corporation
1993	PDD0552FZG2	Detroit Diesel Corporation
1993	PDD0552FZP2	Detroit Diesel Corporation
1993	PDD0736FZHX	Detroit Diesel Corporation
1997	VCP967EZDARK	Caterpillar
1998	WCPXH0967ERK	Caterpillar
1999	XCPXH0967ERK	Caterpillar
2000	YCPXH0967ERK	Caterpillar
2001	1CPXH0967ERK	Caterpillar
2001	1NVXH0530ATA	International (Navistar)
2002	2CPXH0442H3K	Caterpillar
2002	2CPXH0967ERK	Caterpillar
2002	2MBXH15.9DJB	Daimler Chrysler
2002	2NVXH0530ACT	International (Navistar)
2002	2NVXH0530ATA	International (Navistar)
2003	3CPXH0442H3K	Caterpillar
2003	3CPXH0537H3K	Caterpillar
2003	3DDXH08.5FJA	Detroit Diesel Corporation
2003	3NVXH0530ATA	International (Navistar)

**Engine Families EXCLUDED from the Cleaire Horizon Diesel Particulate Filter Verification**

**Table 1. Excluded Engine Families (continued)**

<b>Model Year</b>	<b>Engine Family</b>	<b>Engine Manufacturer</b>
2004	4CPXH0442H3K	Caterpillar
2004	4CPXH0537H3K	Caterpillar
2004	4CPXH0928EBK	Caterpillar
2004	4NVXH0466AGA	International (Navistar)
2005	5CPXH0442H3K	Caterpillar
2005	5CPXH0537H3K	Caterpillar
2005	5CPXH0928EBK	Caterpillar
2005	5NVXH0466AGA	International (Navistar)
2006	6CPXH0442H3K	Caterpillar
2006	6CPXH0537H3K	Caterpillar
2006	6CPXH0928EBK	Caterpillar
2006	6CEXH0359BAC	Cummins
2006	6CEXH0661MAW	Cummins
2006	6NVXH0466AGA	International (Navistar)
2006	6VTXH16.1C01	Volvo

(Table 2 on next page)

## Engine Families EXCLUDED from the Cleaire Horizon Diesel Particulate Filter Verification

**Table 2. Provisionally Excluded Engine Families**

[These engine families are excluded from the Horizon verification unless installation of the Horizon meets the requirements described in the Executive Order.]

1993	PCE0359FDA1	Cummins
1993	PCE0505FDA5	Cummins
1993	PCE0505FDD8	Cummins
1993	PCE0611FZE3	Cummins
2006	6CPXH0442HBK	Caterpillar
2006	6CPXH0537HBK	Caterpillar
2006	6CPXH0680EBK	Caterpillar
2006	6CPXH0763EBK	Caterpillar
2006	6CEXH0359BAB	Cummins
2006	6CEXH0505CAX	Cummins
2006	6CEXH0505CAY	Cummins
2006	6CEXH0540LAI	Cummins
2006	6CEXH0540LAJ	Cummins
2006	6GEPH06.6595	General Engine Products
2006	6GMXH06.6590	General Motors
2006	6GMXH06.6591	General Motors
2006	6HMXH04.7JTA	Hino
2006	6HMXH07.7JTA	Hino
2006	6HMXH07.7JTB	Hino
2006	6SZXH05.23AA	Isuzu
2006	6SZXH05.23AB	Isuzu
2006	6NVXH0275AEA	International (Navistar)
2006	6NVXH0365AEC	International (Navistar)
2006	6NVXH0466AEA	International (Navistar)
2006	6NVXH0570AEA	International (Navistar)
2006	6NVXH06.0AEC	International (Navistar)
2006	6NVXH06.0AED	International (Navistar)
2006	6MFTH04.9M5A	Mitsubishi
2006	6MFTH07.5M6A	Mitsubishi

# Product Warranty

## YOUR WARRANTY RIGHTS AND OBLIGATIONS

Cleaire Advanced Emission Controls, LLC warrants the diesel emission control system in the application for which it is sold or leased to be free from defects in design, materials, workmanship, or operation of the diesel emission control system which cause the diesel emission control system to fail to conform to the emission control performance level it was verified to, or to the requirements in the California Code of Regulations, Title 13, Sections 2700 to 2706, and 2710, for the periods of time listed in Table 1, provided there has been no abuse, neglect, or improper maintenance of your diesel emission control system, vehicle or equipment, as specified in the owner's manuals. Where a warrantable condition exists, this warranty also covers the engine from damage caused by the diesel emission control system, subject to the same exclusions for abuse, neglect or improper maintenance of your vehicle or equipment. Please review your owner's manual for other warranty information. Your diesel emission control system may include a core part (e.g., particulate filter, diesel oxidation catalyst, selective catalytic reduction converter) as well as hoses, connectors, a backpressure monitor (if applicable), and other emission-related assemblies. Where a warrantable condition exists, Cleaire will repair or replace your diesel emission control system at no cost to you including diagnosis, parts, and labor.

Table 1. Warranty Period

Engine Type	Engine Size	Warranty Period
On-Road	Light heavy-duty, 70 to 170 hp, Gross Vehicle Weight Rating (GVWR) less than 19,500 lbs.	5 years or 150,000 miles
	Medium heavy-duty, 170 to 250 hp, GVWR from 19,500 lbs. to 33,000 lbs.	
	Heavy heavy-duty, exceeds 250 hp, GVWR exceeds 33,000 lbs.	
	Heavy heavy-duty, exceeds 250 hp, GVWR exceeds 33,000 lbs., and the truck is: 1. Typically driven over 100,000 miles per year, and 2. Has less than 300,000 miles on the odometer at the time of installation.	2 years, unlimited miles
Off-Road (includes portable engines) and Stationary	Under 25 hp, and for constant speed engines rated under 50 hp with rated speeds greater than or equal to 3,000 rpm	5 years or 4,200 hours
	At or above 25 hp and under 50 hp	
	At or above 50 hp	

## WARRANTY COVERAGE

For an engine used in an application listed in Table 1, the warranty period will be the years or hours or miles of operation shown in Table 1, whichever occurs first. If any emission-related part of your diesel emission control system is defective in design, materials, workmanship, or operation of the diesel emission control system thus causing the diesel emission control system to fail to conform to the emission control performance level it was verified to, or to the requirements in

the California Code of Regulations, Title 13, Sections 2700 to 2706, and 2710, within the warranty period, as defined above, Cleaire will repair or replace the diesel emission control system, including parts and labor.

In addition, Cleaire will replace or repair the engine components to the condition they were in prior to the failure, including parts and labor, for damage to the engine proximately caused by the verified diesel emission control strategy. This also includes those relevant diagnostic expenses in the case in which a warranty claim is valid. Cleaire may, at its option, instead pay the fair market value of the engine prior to the time the failure occurs.

## OWNER'S WARRANTY RESPONSIBILITY

As the vehicle, engine, or equipment owner, you are responsible for performing the required maintenance described in your owner's manual. Cleaire recommends that you retain all maintenance records and receipts for maintenance expenses for your vehicle, engine, or equipment, and diesel emission control system. If you do not keep your receipts or fail to perform all scheduled maintenance, Cleaire may have grounds to deny warranty coverage. You are responsible for presenting your vehicle, equipment, or engine, and diesel emission control system to a Cleaire-authorized dealer as soon as a problem is detected. The warranty repair or replacement should be completed in a reasonable amount of time, not to exceed 30 days. If a replacement is needed, this may be extended to 90 days should a replacement not be available, but must be performed as soon as a replacement becomes available.

If you have questions regarding your warranty rights and responsibilities, you should contact Cleaire at 1-800-308-2111 or the California Air Resources Board at 9528 Telstar Avenue, El Monte, CA 91731, or (800) 363-7664, or electronic mail: [helpline@arb.ca.gov](mailto:helpline@arb.ca.gov).

# Installation Warranty

## YOUR WARRANTY RIGHTS AND OBLIGATIONS

The Cleaire-authorized installer warrants that the installation of the diesel emission control system is free from defects in workmanship or materials which cause the diesel emission control system to fail to conform to the emission control performance level it was verified to, or to the requirements in the California Code of Regulations, Title 13, Sections 2700 to 2706. The warranty period and the extent of the warranty coverage provided by the Cleaire-authorized installer is the same as the product warranty provided by Cleaire, and the same exclusions apply.

## OWNER'S WARRANTY RESPONSIBILITY

As the vehicle, engine, or equipment owner, you are responsible for presenting your vehicle, engine, or equipment, and diesel emission control system to the Cleaire-authorized installer as soon as a problem with the installation is detected.

If you have questions regarding your warranty rights and responsibilities, you should contact a Cleaire-authorized dealer, or Cleaire at 1-800-308-2111, or the California Air Resources Board at 9528 Telstar Avenue, El Monte, CA 91731, or (800) 363-7664, or electronic mail: [helpline@arb.ca.gov](mailto:helpline@arb.ca.gov).

## **Cleaire Warranty Clarifications**

(Which do not limit or modify the provisions of the Product Warranty or Installation Warranty in any way)

This warranty document is the sole warranty made by Cleaire Advanced Emission Controls, LLC. There are no other warranties, expressed or implied, or of merchantability or fitness for a particular purpose.

For the purpose of this warranty, abuse or neglect includes vehicle accidents, ignoring the Longview or Lonestar system indicator lights, blending lubricating oil with fuel, or any engine failure or condition that allows excess lubricating oil, coolant, contaminants or debris to enter the exhaust system. The owner shall not use any fuel additive or lube oil additive that is not approved for use in diesel engines equipped with catalytic mufflers.

Cleaire is not responsible for incidental or consequential damages, which include, but are not limited to fines, theft, vandalism, or collisions. The owner is responsible for incidental costs such as communication expenses, meals, and lodging incurred by owner or employees of owner as a result of a warrantable condition.

The verified diesel emission control system must be installed and serviced by Cleaire-authorized personnel. Installation or service by unauthorized personnel may result in a denial of warranty coverage.

### **EMISSION-RELATED PARTS**

The warranty period for emission-related parts is given in Table 1. Emission-related parts are listed in Table 2 below.

**Table 2. Emission-Related Parts.**

NOx-reduction catalysts (NRC)
Catalyzed diesel particulate filter
MLC
Injector assembly
Static mixer
Diesel fuel pump
Thermocouples
Exhaust backpressure sensor
Manifold pressure sensor
Engine RPM sensor
Fuel pressure switch
Fuel pressure regulator
Fuel shut-off valve

### **BASE SYSTEM COVERAGE**

The base system coverage is 1 year / 50,000 miles for on-road applications and 1 year / 1,400 hours for off-road applications. Coverage includes standard non-emission-related parts supplied with the system as listed in Table 3 below. This warranty coverage is over and beyond the emission-related parts warranty as required by CARB.

**Table 3. Base-System Parts.**

Inlet cone
Outlet cone
V-ring clamps and seals
Backbone
Saddles
Electrical harness and extensions

### **NEW REPLACEMENT PARTS**

Cleaire's new replacement parts have a 6 month parts only replacement warranty.

New Replacement Parts Warranty covers failures of new Cleaire parts that are the result of defects in Cleaire's material or factory workmanship, under normal use and service.

New parts warranty is not applicable to failures caused by abuse, neglect or installation workmanship during installation of the new part. These items are listed in Table 4 below.

**Table 4. New replacement parts.**

NOx-reduction catalysts (NRC)
Catalyzed diesel particulate filter
MLC
Injector assembly
Static mixer
Diesel fuel pump
Thermocouples
Exhaust backpressure sensor
Manifold pressure sensor
Engine RPM sensor
Fuel pressure switch
Fuel pressure regulator
Fuel shut-off valve
Inlet cone
Outlet cone
V-ring clamps and seals
Backbone
Saddles
Electrical harness and extensions

### **MISCELLANEOUS PART COVERAGE**

The miscellaneous part coverage is 30 days / unlimited miles for on-road applications and warrants parts are free from defects in material and factory workmanship. Coverage includes replacement only for any other parts not specifically listed above.

### **GENERAL CLARIFICATIONS**

Cleaire shall in no event be liable for failures resulting from owner or operator abuse or neglect of the engine upstream of the Cleaire product, including but not limited to: operation without adequate coolant, fuel or lubricants; overfueling; overspeeding; lack of maintenance of lubricants, fuels, cooling or air intake systems; improper storage, starting, warm-up, running or shutdown practices.

Cleaire shall in no event be liable for failures or maintenance resulting from engine condition or engine component failures upstream of the Cleaire product, including but not limited to: turbo failure, engine oil consumption, residual ash within diesel particulate filter, or leaking or failed engine fuel injector.

Cleaire shall in no event be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc.; communication expenses, meals, lodging and incidental expenses incurred by owner or employees of owner, "down-time" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.

Cleaire shall in no event be liable for failures resulting from improper repair by others or the use of parts not approved by Cleaire.

## Bidder Response Check Sheet

- ☐ **Bid Sheet**
- ☐ **Warranty statements from manufacturer**
- ☐ **Verification documents from CARB/SCAQMD for each installed device**
- ☐ **List of all specialized diagnostic tools, equipment and/or software that will be provided per device**
- ☐ **Timeline for purchase and installation of DPFs**



**Cal  
Pacific**

**Frank Perry**

*Territory Manager*

Cummins Cal Pacific, LLC  
1105 South Greenwood Ave.  
Montebello, CA 90640  
Direct 323 869 7421  
Cell 818 926 2278  
Fax 323 869 7499  
frank.perry@cummins.com  
[www.cumminscalpacific.com](http://www.cumminscalpacific.com)



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City of Long Beach

Good Faith Effort

The products that Cummins Cal Pacific, LLC provides to its customers are purchased from the Original Equipment Manufacturer (OEM). In the industries that we provide products for (engines, diesel particulate filters, parts, etc.), there are no OEM's who meet the Small Business Enterprise criteria. Cummins Cal Pacific looks to other areas of the business to provide SBE/VSBE/LSBE opportunities. This can range from transportation services to janitorial services.

**Sub-divide the Work:**

Cummins Cal Pacific is challenged with subdivide opportunities. The diesel particulate filters are purchased directly from the OEM and installed by Cummins Cal Pacific technicians.

**Advertise:**

Cummins Cal Pacific doesn't not advertise in trade journals, magazines, or other related forms of media.

**Use Public Database:**

Cummins Cal Pacific utilizes any and all local databases for the geographical area for which we respond to bids.

**Provide Relevant Information to Small Businesses:**

Cummins Cal Pacific cannot provide information that was provided to a small business specific to this bid because all of our activities are performed by Cummins Cal Pacific personnel. We did contact companies that were on the City of Long Beach website and looked at other small businesses in the area but contacts were not specific to this bid.

**Directly Solicit Small Business:**

Cummins Cal Pacific works hard to locate and engage small, diverse and veteran businesses who may be a fit to provide us with products and/or services. We do this through trade shows, diversity events, web searches to name a few.

**Conduct Follow-Up:**

All companies who contact Cummins Cal Pacific receive contact from the sourcing manager responsible for their facility. We do make two to three attempts to contact them

Cummins Cal Pacific, LLC  
1939 Deere Avenue  
Irvine, California 92606  
949 253 6000  
[www.CumminsCalPacific.com](http://www.CumminsCalPacific.com)

Branch Locations		
Los Angeles	9520 Stewart & Gray Rd. Downey, CA 90241	866 934 4373
Los Angeles	1105 S. Greenwood Ave. Montebello, CA 90640	800 413 4373
Inland Empire	3061 S. Riverside Ave. Bloomington, CA 92316	800 653 4373
San Diego	310 N. Johnson Ave. El Cajon, CA 92020	800 993 4373
Ventura	3958 Transport Street, Ventura, CA 93003	800 881 1159



before placing them on file. When projects or sourcing activities related to their business area become active we then make attempts again to reach those companies.

**Offer Assistance:**

Cummins Cal Pacific does not work with businesses to obtain bonding or insurance, other than to provide our requirements and suggest companies who might be able to work with them to meet the requirements from time to time.

**Negotiate:**

We do not have specific documentation as we did not negotiate agreements specific to this bid.

**Document proposal (price) and negotiation results:**

We do not have documented negotiations specific to this bid and are precluded from sharing pricing offered by potential suppliers by confidentiality agreements.



# **CITY OF LONG BEACH**

## **Department of Financial Management**

### **Business Relations Bureau**

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333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 [sbe@longbeach.gov](mailto:sbe@longbeach.gov)

## **Small Business Enterprise Certification Deni**

**Date:** 08/19/2009

**Vendor Account Number:** 3733

cummins

1105 s greenwood ave

montbello, CA, 90640

Dear

Your application for Small Business Enterprise Certification with the City of Long Beach has been denied for the following reason(s):

- Company's Fiscal Year Average exceeds the Small Business Administration standard based on the NAICS Codes your office provided in registration.

If there was an error in your submittal you may update your certification request online. A copy of your information can be viewed by login in to edit your profile and selecting the link to the "Small Business Certification Form". For a more detailed explanation or for assistance in making corrections, please contact the Business Relations Bureau at 1-562-570-6200 or by email at [sbe@longbeach.gov](mailto:sbe@longbeach.gov); be sure to reference this email when leaving a voice message.

Sincerely,  
Erik Sund  
Business Relations Bureau Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014