

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 AGREEMENT

2 **31974**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 13,  
4 2010 for reference purposes only, pursuant to Resolution No. RES-10-0147 adopted by  
5 the City Council of the City of Long Beach at its meeting on December 7, 2010, by and  
6 between LOS ANGELES TRUCK CENTERS, LLC DBA LOS ANGELES FREIGHTLINER  
7 WESTERN STAR – WHITTIER, a California corporation (“Contractor”), with a place of  
8 business located at 2429 South Peck Road, Whittier, California 90601, and the CITY OF  
9 LONG BEACH (“City”), a municipal corporation.

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

13 WHEREAS, the City desires to purchase one (1) liquefied natural gas  
14 powered side loader refuse truck (“Refuse Truck”); and

15 WHEREAS, the State of California – Department of Transportation has a  
16 Purchase Order for the purchase of this Refuse Truck, Purchase Order No. S32101-  
17 60130 (“State PO”); and

18 WHEREAS, Resolution No. RES-10-0147 authorizes the City to purchase  
19 this Refuse Truck by virtue of the State PO;

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

22 1. The State PO with Contractor is incorporated by this reference as if  
23 fully set forth, and the same terms and conditions contained in the State PO shall be  
24 applicable here except as follows:

25 A. Wherever the State PO refers to the State of California –  
26 Department of Transportation, it shall be deemed to refer to the City of Long  
27 Beach;

28 B. Contractor shall sell, furnish and deliver to the City one (1)

1 liquefied natural gas powered side loader refuse truck of substantially the same  
2 type and kind purchased by the State of California – Department of Transportation  
3 and on the same terms and conditions offered to the State of California –  
4 Department of Transportation, except as modified by Exhibit “A” attached to and  
5 incorporated in this Agreement, for an amount not to exceed Two Hundred Forty-  
6 Five Thousand Four Hundred Thirty-Five Dollars (\$245,435), including tax and  
7 shipping, for a period extending until the warranty on the Refuse Truck expires.  
8 To the extent that the State PO and this Agreement are inconsistent, the following  
9 priority shall govern: (1) this Agreement and (2) the State PO.

10 C. Payment for the one (1) liquefied natural gas powered side  
11 loader refuse truck purchased from Contractor by the City shall be made by the  
12 City on delivery to and acceptance of the refuse truck by the City and submittal of  
13 an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

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

15 E. The parties may, by mutual agreement, amend this  
16 Agreement with the approval of the City’s City Council.

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

20 3. Any notice given under this Agreement shall be in writing and  
21 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
22 delivered or mailed to Contractor at the relevant address first stated above, and to the  
23 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.  
24 Notice shall be deemed given three days after deposit in the mail.

25 4. The terms appearing on the State PO are incorporated in this  
26 Agreement.

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

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1 regarding self-accrual.

2 6. This Agreement and all documents which are incorporated by  
3 reference in this Agreement constitute the entire understanding between the parties and  
4 supersede all other agreements, oral or written, with respect to the subject matter of this  
5 Agreement. If there is any legal proceeding between the parties to enforce or interpret  
6 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall  
7 be entitled to its costs and expenses, including reasonable attorney's fees.

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

10 LOS ANGELES TRUCK CENTERS, LLC  
11 DBA LOS ANGELES FREIGHTLINER  
12 WESTERN STAR-WHITTIER, a California  
corporation

13 \_\_\_\_\_, 20\_\_

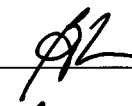
By  \_\_\_\_\_

President

*James Barker*

Type or Print Name

14  
15  
16 12/29, 2010

By  \_\_\_\_\_

Secretary

*Bryan Kobus*

Type or Print Name

17 "Contractor"

18  
19  
20 CITY OF LONG BEACH, a municipal  
corporation

21 1.12, 2011

By  \_\_\_\_\_

Assistant City Manager

City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

22 "City"

23  
24 This Agreement is approved as to form on 1-5, 2011.

25 ROBERT E. SHANNON, City Attorney

26 By  \_\_\_\_\_

Deputy

27  
28

# EXHIBIT “A”

www.lafreightliner.com

**Los Angeles Freightliner - Western Star - Mitsubishi**

2429 South Peck Road  
Whittier, CA 90601  
(562) 447-1200  
Fax (562) 447-1271

18900 South Susana Road  
Long Beach, CA 90221  
(562) 415-2200  
Fax (562) 415-2220

**Los Angeles Freightliner -  
Western Star - Mitsubishi**

13800 Valley Boulevard  
Fontana, CA 92335  
(909) 510-4000  
Fax (909) 510-4050

**Collison Center**

1031 East Holt Boulevard  
Ontario, CA 91761  
(909) 510-4100  
Fax (909) 510-4125

**Las Vegas Freightliner -  
Sterling - Western Star**

3701 Freightliner Drive  
North Las Vegas, NV 89081  
(702) 643-0728  
Fax (702) 643-0728

**San Diego Freightliner**

7451 Trade Street  
San Diego, CA 92121  
(619) 564-3700  
Fax (619) 564-3716

**SelecTrucks of  
Las Vegas**

3701 Freightliner Drive  
North Las Vegas, NV 89081  
(702) 657-1110  
Fax (702) 657-1518

**BusWest - Main**

21107 South Chico Street  
Carson, CA 90745  
(310) 984-3900  
Fax (310) 984-3996

**High Desert  
Truck & Trailer**

8995 Three Flags Avenue  
Hesperia, CA 92345  
(760) 946-6442  
Fax (760) 948-5553

**South Bay Truck Center**

21107 South Chico Street  
Carson, CA 90745  
(310) 984-3950  
Fax (310) 984-3975

**Silver State**

**Truck & Trailer**  
7465 Dean Martin Drive  
Unit 103  
Las Vegas, NV 89139  
(702) 476-9320  
Fax (702) 405-4385

September 14, 2010

Mr. John Seevers

Superintendent of Acquisitions

Fleet Services Bureau

City of Long Beach

2600 Temple Avenue

Long Beach, CA. 90806

Re: Add on for Automated Refuse Truck for Long Beach Transit

Dear Mr. Seevers,

Attached is the bid specification for The State of California, Department of Transportation Cal-Trans, Solicitation No. 5439 for Qty (3) Refuse Packers. This bid was awarded to Los Angeles Freightliner on October 12, 2009, Purchase Order No. S32101-60130.

I have also provided a cost differential sheet detailing the upgrades that the City of Long Beach requires. The unit price each before any applicable taxes is \$223,566.00. Los Angeles Freightliner is also offering the City of Long Beach an early payment discount of 1.5% of the unit price each before any applicable taxes if paid with 15 days of invoicing from Los Angeles Freightliner.

Los Angeles Freightliner will be contracting with Enviromech Industries, LLC. a firm who manufactures and installs alternative fuel tank systems at 2865 Seaboard Lane, Long Beach, CA. 90805. Please feel free to contact me at your convenience if you have any questions.

Best Regards,



Ron Creighton

Municipal Sales

Los Angeles Freightliner

562-447-1515 office

562-447-1544 e-fax

562-755-6108 cellular

RCreighton@lafreightliner.com



ITEM	State of California - CalTrans 2010 Freightliner Diesel Powered Truck	City of Long Beach 2011 Freightliner LNG Powered Truck	
<b>Total Bid Amount</b>	\$118,218.00	\$223,566.00	
	Viper Refuse Body	Autocat Refuse Body	\$9,883.00
	No Scale System	Vulcan Scale System	\$5,700.00
	No Safety Camera	Intec 2 Camera Safety w/ LCD Monitor	\$2,879.00
	Cummins ISC 8.3L Diesel Engine	Cummins Westport ISL G 8.9L NG Engine	\$39,776.00
	LH Drive Configuration	Add RH Drive Configuration	\$21,340.00
	Dual 45 Gallon Diesel Fuel Tanks	Single 119 Gallon LNG Fuel Tank	\$18,700.00
	No Methane Gas Detection System	Methane Gas Detection System	\$1,607.00
	M2-106 wheelbase	wheelbase to accommodate LNG Tank	\$5,463.00
<b>Total Bid Difference</b>	>>>	>>>	<b>\$105,348.00</b>

LONG BEACH TRANSIT  
CONVENTIONAL AUTOMATED SIDE-LOADER

TRUCK SPECIFICATIONS	BIDDER'S COMMENTS
<u>GVWR</u> 31,000 LBS - MIMIMUM	
<u>WHEELBASE</u> 186 INCHES (MINIMUM) TO 200 INCHES (MAXIMUM)	
<u>CAB TO AXLE</u> 120 INCHES	
<u>PERFORMANCE</u> BIDDERS SHALL OFFER POWER TRAIN GEAR RATIOS SUCH THAT THE COMBINATION OF TRANSMISSION AND REAR AXLE RATIOS WILL PROVIDE AT LEAST 25% GRADEABILITY AND 60 MPH SPEEDABILITY	
<u>ENGINE</u> CUMMINS ISL G SHALL HAVE THE FOLLOWING (MINIMUM) REQUIREMENTS DISPLACEMENT: 8.9 LITER HORSEPOWER: 320 HP @ 2000 RPM TORQUE: 1000 FT./LBS @ 1300 RPM <u>ENGINE CERTIFICATION:</u> <b>THE ENGINE SUPPLIED BY THE MANUFACTURER SHALL BE IN COMPLIANCE WITH THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) RULE 1193 AS WELL AS ALL APPLICABLE FEDERAL AND STATE OF CALIFORNIA EMISSION STANDARDS. ENGINE SHALL BE CALIFORNIA AIR RESOURCES BOARD (CARB) / 2010 EPA CERTIFIED. ENGINE PROVIDED MUST BE NEW AND NOT A CONVERSION. NO EXCEPTIONS!!</b> <b>BIDDER SHALL PROVIDE DOCUMENTATION VERIFYING C.A.R.B. CERTIFICATION WITH BID SUBMITTAL. FAILURE TO PROVIDE DOCUMENTATION SHALL DEEM BID AS NON-RESPONSIVE.</b>	
<u>ENGINE EQUIPMENT</u> OIL COOLER SHALL BE MANUFACTURERS STANDARD  RADIATOR SHALL BE A MINIMUM OF 1300 SQ. INCHES. BIDDER TO SPECIFY SQ. INCHES _____  HEAVY DUTY EXTENDED SERVICE ANTIFREEZE  AIR CLEANER SHALL BE MANUFACTURERS STANDARD WITH RESTRICTION INDICATOR. AIR CLEANER SHALL EMPLOY A DUAL FILTER ELEMENT AND MOUNTED FOR EASY ACCESS.  ENGINE PROTECTION SHUTDOWN SYSTEM SHALL BE SET TO SHUTDOWN MODE FOR HIGH COOLANT TEMPERATURE, LOW OIL PRESSURE AND COOLANT LEVEL, WITH AUTOMATIC OVERRIDE AND AUDIBLE WARNING BEFORE SHUTDOWN.	

BATTERIES SHALL BE 12V GROUP 31 WITH AT LEAST 3300 CCA. BATTERIES SHALL BE MOUNTED ON LH SIDE FRAME RAIL UNDER CAB.

BATTERY DISCONNECT SWITCH MOUNTED INSIDE CAB

ALTERNATOR 12V DELCO 160 AMP. MINIMUM

STARTER 12V DELCO HD STARTER

FAN DRIVE SHALL BE HORTON DRIVEMASTER

COOLANT HOSES SHALL BE GATES BLUE STRIPE OR EQUAL

EXHAUST: SINGLE HORIZONTAL MUFFLER & TAILPIPE. TAILPIPE SHALL BE ROUTED HORIZONTAL ON STREETSIDE TO EXIT FORWARD OF REAR TIRES. NO EXCEPTIONS!!

AIR COMPRESSOR TO BE A MINIMUM OF 18.7 CFM. BIDDER TO SPECIFY CFM \_\_\_\_\_

TRANSMISSION

SHALL BE ALLISON 3000 RDS, 5 SPEED WITH DUAL PTO OPTION. TRANSMISSION SHIFT CONTROL TO BE PUSH BUTTON DASH MOUNTED. TRANSMISSION TO BE SUPPLIED WITH FACTORY INSTALLED WATER TO OIL COOLER. TRANSMISSION TO INCORPORATE ELECTRONIC OIL LEVEL CHECK AND HAVE SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT).

AXLES

FRONT - 12,000 LB. CAPACITY WITH SET BACK FRONT AXLE FOR IMPROVED TURNING RADIUS. BIDDER TO SPECIFY SET BACK DIMENSION IN INCHES. \_\_\_\_\_

REAR - 21,000 LB. CAPACITY SINGLE SPEED. BIDDER SHALL CHOOSE APPROPRIATE AXLE RATIO TO ACHIEVE BEST PERFORMANCE. BIDDER TO SPECIFY \_\_\_\_\_

AXLES TO HAVE SYNTHETIC LUBES

SUSPENSION

FRONT - CAPACITY SHALL EQUAL AXLE RATING.

REAR - CAPACITY SHALL EQUAL AXLE RATING

SHOCKS - HEAVY DUTY FRONT

AIR BRAKES

AIR BRAKE SYSTEM SHALL FULLY COMPLY WITH FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) 121 REQUIREMENTS. SHALL BE EQUIPPED WITH WABCO 4-CHANNEL ABS SYSTEM



<p>FRONT – 16.5” X 5”</p> <p>REAR – 16.5” X 7”</p> <p>AUTOMATIC SLACK ADJUSTERS FRONT &amp; REAR AIR DRYER SHALL BE BENDIX AD-IS HEATED OR EQUAL</p> <p>AIR RESERVOIRS SHALL BE ADEQUATE TO HANDLE THE RIGORS OF REFUSE SERVICE. RESERVOIRS SHALL BE EQUIPPED WITH PULL LAYNARDS ON ALL RESERVOIRS. RESERVOIRS SHALL HAVE ADEQUATE CAPACITY TO PROVIDE A MINIMUM OF THREE (3) COMPLETE RELEASES OF THE SPRING BRAKES, CONTROLLED BY A DASH MOUNTED PUSH-PULL TYPE CONTROL VALVE.</p> <p>EMERGENCY SPRING BRAKES SHALL AUTOMATICALLY ACTUATE REAR AXLE UPON LOSS OF RESERVOIR PRESSURE. SHALL BE DOUBLE DIAPHRAGM TYPE “HALDEX” OR EQUAL. SHALL BE ABLE TO HOLD A FULLY LOADED TRUCK TO MAXIMUM GVW ON A 25% GRADE.</p>	
<p><u>FRAME</u></p> <p>SECTION MODULUS – 21.6 MINIMUM BIDDER TO SPECIFY _____ SM</p> <p>YIELD STRENGTH – 120,000 PSI. BIDDER TO SPECIFY _____ PSI</p> <p>FRAME RBM – 2,592,000 MINIMUM PER RAIL. BIDDER TO SPECIFY _____</p> <p>FRONT FRAME MOUNTED TOW HOOKS TO BE PROVIDED</p>	
<p><u>WHEELS</u></p> <p>SEVEN (7) HUB PILOTED 22.5 X 8.25 STEEL DISC, 10 HH</p>	
<p><u>TIRES</u></p> <p>FRONT: THREE (3) 265/75R22.5 RADIAL BRIDGESTONE R250F REAR: FOUR (4) 265/75R22.5 RADIAL BRIDGESTONE M726EL</p>	
<p><u>FUEL SYSTEM LNG:</u> 119 GALLON MOUNTED STREETSIDE WITH JC CARTER FUEL RECEPTACLE.</p> <p>AMEREX METHANE DETECTION SYSTEM. SENSORS TO BE MOUNTED IN CAB AND ENGINE COMPARTMENT.</p>	
<p><u>CAB (CONVENTIONAL)</u> FREIGHTLINER M2-112 CAB MUST BE OF SAME MANUFACTURER OF FRAME RAILS AND MUST INCORPORATE THE LATEST IN DESIGN, SAFETY, AND VISIBILITY. CABS THAT INCORPORATE FIBERGLASS ARE NOT ACCEPTABLE. CAB SHALL BE DUAL DRIVE</p>	

CONFIGURATION WITH GAUGES AND INSTRUMENTATION ON EACH SIDE. ALL CONTROLS SHALL BE IN EASY REACH OF OPERATOR. THE ENTRY STEPS SHALL NOT EXCEED 18 INCHES FROM GROUND TO LOWEST STEP. HOOD SHALL BE SLOPING TO ALLOW INCREASED DRIVER VISIBILITY. WINDSHIELD GLASS SHALL BE ONE PIECE DESIGN. ALL SAFETY GLASS SHALL BE FACTORY TINTED. CHASSIS SHALL BE THE CURRENT MODEL YEAR. BIDDER TO SPECIFY MODEL YEAR OF CHASSIS \_\_\_\_\_

CAB MOUNTS TO BE FACTORY AIR RIDE

HOOD MOUNTED CHROME GRILLE

AIR HORN TO BE MOUNTED UNDER DECK. SHALL ALSO INCORPORATE ELECTRIC HORN.

ALL CAB LIGHTS TO BE L.E.D.

EXTERIOR MIRRORS TO BE HEATED, RH & LH POWERED FACTORY INSTALLED

RH & LH POWERED WINDOWS FACTORY INSTALLED

RH & LH ELECTRIC DOOR LOCKS FACTORY INSTALLED

HEATER DEFROSTER AND AIR CONDITIONER FACTORY INSTALLED

DRIVER & PASSENGER SEATS – HIGH BACK AIR RIDE BOSTROM TALLADEGA 910 WITH DUAL ARM RESTS. SEATS TO HAVE MORDURA CLOTH SEAT COVERS.

STEERING WHEEL TO BE A MINIMUM OF 18 INCHES IN DIAMETER.

DRIVER & PASSENGER INTERIOR SUN-VISORS.

ONE (1) 12V POWER SUPPLY IN DASH

INSTRUMENTATION

VEHICLE SHALL BE EQUIPPED WITH ALL STANDARD AND SPECIFIED COMPONENTS AS LISTED IN FACTORY DATA BOOKS & BROCHURES. IF NOT LISTED AS STANDARD EQUIPMENT, THE FOLLOWING ITEMS SHALL BE INCLUDED: PRIMARY & SECONDARY AIR PRESSURE GAUGES, LOW AIR PRESSURE LIGHT AND BUZZER, SINGLE BRAKE APPLICATION GAUGE, ELECTRONIC CRUISE CONTROL, ENGINE OIL GAUGE, TRANSMISSION OIL GAUGE, ELECTRONIC SPEEDOMETER & ODOMETER, TACHOMETER, ENGINE AND TRIP HOUR METER, COOLANT TEMPERATURE GAUGE, AM/FM RADIO, VOLTMETER, TWO SPEED ELECTRONIC WINDSHIELD WIPER WITH DELAY, BACK-UP ALARM WITH MOTION DETECTOR, BI-DIRECTIONAL EMERGENCY TRIANGLE KIT, 5 LB. FIRE EXTINGUISHER. DOOR ACTIVATED DOME LIGHT. POWER & GROUND STUDS

IN DASH FOR AUXILLARY RADIO.	
<b>A. REFUSE BODY SPECIFICATIONS</b>	
TEN (10) TO TWELVE (12) CUBIC YARD AUTOMATED SIDE LOADING REFUSE BODY. WAYNE AUTOCAT	
THE BODY SHALL BE CURVED AND OF THE SIDE-LOADING DESIGN	
THE BODY FLOOR SHALL BE CONSTRUCTED OF 3/16" ABRASION RESISTANT WEARFORM 400 ULTIMATE TENSILE STRENGTH 200,000 PSI SU200K SHEET STEEL	
THE BODY SIDES, ROOF, AND TAILGATE SHALL BE FABRICATED FROM PRE-STRESSED 11 GAUGE A715 GRADE 50 ULTIMATE TENSILE STRENGTH 70,000 PSI SU70K SHEET STEEL	
CORNERS OF THE BODY SHALL FORM A 9" TRANSITION RADIUS THAT CONTINUES INTO THE ROOF OF THE BODY	
11 GAUGE FORMED STEEL CHANNEL SHALL REINFORCE THE BODY AT THE FRONT. THE REAR FRAME SHALL BE CONSTRUCTED OF 11 GAUGE FORMED CHANNEL SHEET STEEL. THE INSIDE REAR FRAME SHALL MATCH THE CURVATURE OF THE BODY.	
THE BODY SHALL HAVE A CAPACITY OF 10 YARDS, EXCLUDING THE HOPPER. BIDDER TO SPECIFY BODY CAPACITY _____	
TOTAL BODY LENGTH SHALL NOT EXCEED 166 INCHES	
TOTAL BODY WIDTH SHALL NOT EXCEED 98 INCHES	
TOTAL BODY HEIGHT ABOVE TRUCK FRAME SHALL NOT EXCEED 92 INCHES. A POLYURETHANE SEAL SHALL BE INCORPORATED BETWEEN THE TAILGATE AND BODY TO PROVIDE A WATER TIGHT SEAL FOR A DEPTH OF 12 INCHES.	
TAILGATE REAR FRAME SHALL BE CONSTRUCTED OF 11 GAUGE FORMED CHANNEL	
TAILGATE SHALL BE BUSTLE TYPE TO ALLOW REFUSE TO ROLL DURING COMPACTION.	
THE TAILGATE SHALL BE RELEASED, OPENED, CLOSED AND LOCKED WITH TWO (2) DOUBLE ACTING, 3" BORE, HYDRAULIC CYLINDERS FROM CONTROLS LOCATED ON SIDE OF BODY.	
ALL WELDING SHALL BE ACCOMPLISHED WITH INERT GAS TO ENSURE GOOD WELD PENETRATION AND STRONG, CLEAN BONDS.	

B. HOPPER	
THE HOPPER FLOOR SHALL BE CONSTRUCTED OF 3/16" ABRASION RESISTANT WEARFORM 400 ULTIMATE TENSILE STRENGTH 200,000 PSI SU200K SHEET STEEL	
LOADING AREA WIDTH SHALL BE A MINIMUM OF 36"	
HOPPER CAPACITY SHALL BE MINIMUM OF ONE (1) CUBIC YARD. BIDDER TO SPECIFY _____	
HOPPER SHALL INCORPORATE 16" X 20" DOORS ON BOTH SIDES IN FRONT OF PACKING PANEL.	
THE DOORS SHALL ALLOW FOR EASY ACCESS IN ORDER TO CLEAN OUT ACCUMULATE REFUSE FROM BEHIND PANEL.	
CLEAN-OUT DOORS SHALL BE TOP HINGED AND SEALED AGAINST LEAKAGE. HINGED HOPPER ACCESS DOOR SHALL BE PROVIDED STREET SIDE.	
C. CONTAINER LIFTING MECHANISM	
THE LIFTING MECHANISM SHALL BE CAPABLE OF SIMULTANEOUS LOAD AND PACK OPERATION. THE LIFT SHALL NOT BE INTERLOCKED TO PREVENT ITS USE WHEN THE PACKER IS OPERATING.	
THE LIFTING MECHANISM SHALL BE CAPABLE OF A COMPLETE CYCLE WHICH INCLUDES GRIP-LIFT-DUMP-UNDUMP-LOWER AND UNGRIP IN A MAXIMUM OF 14 SECONDS. BIDDER TO SPECIFY _____	
THE LIFTING MECHANISM SHALL BE POWERED WITH ONE HYDRAULIC CYLINDER.	
THE LIFTING MECHANISM SHALL BE CAPABLE OF REACHING A MINIMUM OF 72 INCHES FROM THE SIDE OF THE BODY TO THE CENTER OF A 90-GALLON CONTAINER.	
THE LIFTING MECHANISM SHALL COMBINE THE LIFT ARM RAISE AND CONTAINER DUMP FUNCTION INTO ONE LEVER FOR EASE OF OPERATION.	
THE LIFTING MECHANISM SHALL BE WITHIN THE 72 INCHES ROAD LIMIT IN THE TRAVEL POSITION.	
JOYSTICK OR LIFT FUNCTION CONTROLS SHALL BE ELECTRIC OVER HYDRAULIC AND LOCATED IN THE CAB.	
THE EXTENDING PORTION OF THE LIFTING MECHANISM WILL INCORPORATE ROLLER BEARING GUIDES WITH NYLATRON 703 X 2 WEAR STRIPS.	

THE LIFTING MECHANISM SHALL BE CAPABLE OF GRIPPING AND DUMPING A CONTAINER POSITIONED AT 12 INCHES HEIGHT ABOVE TRUCKS GROUND LEVEL. THIS IS TO ENSURE THAT CONTAINERS SITTING ON HILLS OR BERMS MAY BE EASILY COLLECTED.	
NO PORTION OF THE LIFTING MECHANISM SHALL HAVE LESS THAN 13 INCHES OF GROUND CLEARANCE.	
WHEN IN DUMP POSITION, THE HIGHEST POINT ON A 90-GALLON CONTAINER SHALL NOT EXCEED 120 INCHES ABOVE THE TRUCK FRAME.	
THE CONTAINER DUMP ANGLE SHALL BE A MINIMUM OF 45 DEGREES TO ENSURE COMPLETE DUMPING AND TRANSFER OF THE CONTAINERS CONTENTS INTO THE HOPPER. BIDDER TO SPECIFY. _____	
THE LIFTING MECHANISM SHALL BE CAPABLE OF OPERATING SIMULTANEOUSLY WITH ANY PHASE OF PACK OPERATIONS WITH FULL FORCE AND FULL FLOW. FLOW DIVIDERS AND PRIORITY VALVES WILL NOT BE ACCEPTED.	
THE LIFTING MECHANISM SHALL UTILIZE CYLINDERS ONLY. CHAINS, CABLES OR ROTARY ACTUATORS ARE NOT ACCEPTABLE.	
AN ERGONOMICALLY DESIGNED, PADDED ARMREST SHALL HELP SUPPORT THE OPERATOR'S ARM.	
THE LIFTING MECHANISM MUST BE CAPABLE OF GRIPPING CONTAINERS PLACED WITHIN A FOOT OF THE SIDE OF THE UNIT.	
THE LIFT ARM HYDRAULICS SHALL BE CONTROLLED BY A 3-SPOOL VALVE EQUIPPED WITH ELECTRIC ACTUATORS FOR SPOOL POSITIONING.	
THE LIFTING MECHANISM SHALL HAVE SOLID-STATE PROXIMITY SWITCHES AS INPUT SENSORS FOR PROPER ARM SEQUENCING.	
MECHANICAL LIMIT SWITCHES ARE NOT ACCEPTABLE.	
THE LIFTING MECHANISM SHALL BE CAPABLE OF GRASPING, DUMPING AND RETURNING THE CONTAINER WITHIN A 42 INCH SPACE LIMIT FROM THE SIDE OF THE 82 INCH WIDE BODY. THIS REQUIREMENT IS TO ENSURE A CONTAINER CAN BE COLLECTED WHEN IT IS SET NEXT TO A WALL OR OBSTRUCTION. BIDDER TO SPECIFY LIMIT IN INCHES. _____	

<p>D. GRIPPER</p> <p>THE CONTAINER GRIPPER SHALL INCORPORATE AN ADJUSTABLE HYDRAULIC CIRCUIT LIMITING THE RADIAL FORCE APPLIED TO THE CONTAINER. GRIPPERS NOT CAPABLE OF PRESSURE SENSITIVE ADJUSTMENTS ARE UNACCEPTABLE DUE TO THE LIKELIHOOD OF CONTAINER DAMAGE.</p>	
<p>THE STANDARD GRIPPER SHALL BE CAPABLE OF HANDLING 30, 60 AND 90-GALLON CONTAINERS DESIGNED FOR AUTOMATED COLLECTION.</p>	
<p>THE GRIPPER SHALL BE MADE OUT OF A ONE PIECE SPRING STEEL GRIPPER ARM AND SHALL NOT PIVOT ON ADJUSTABLE TAPERED ROLLER BEARINGS. THE GRIPPERS SHALL OPERATE WITHOUT THE USE OF BELTS, LINKAGES, PINS, SPRINGS OR BUSHINGS.</p>	
<p>THE GRIPPER SHALL HAVE UHMW POLYETHYLENE ROLLERS AT THE TIP TO PROTECT AND ASSIST IN GRASPING THE CONTAINER.</p>	
<p>E. CONTROL PANEL</p> <p>AN EASILY ACCESSIBLE CONTROL PANEL SHALL BE MOUNTED IN THE CAB WITH AMP CONNECTORS</p>	
<p>THE CONTROL PANEL SHALL HAVE AN OFF/ON TOGGLE SWITCH FOR THE SYSTEM</p>	
<p>THE CONTROL PANEL SHALL UTILIZE TOGGLE SWITCHES FOR ALL CONTROLS.</p>	
<p>THE TAILGATE OPEN LIGHT SHALL ILLUMINATE WHEN THE MAIN SYSTEM IS OFF OR ON.</p>	
<p>THE ARM EXTENDED WARNING LIGHT SHALL ILLUMINATE WHEN THE LIFTING MECHANISM IS EXTENDED OR RAISED FROM THE HOME OR STOWED POSITION.</p>	
<p>THE ARM EXTENDED WARNING LIGHT SHALL ILLUMINATE IF THE GRIPPERS HAVE NOT BEEN ACTUATED TO RETURN TO THE TRANSPORT POSITION.</p>	
<p>THE PACK CYCLE CONTROL SHALL HAVE A MOMENTARY SWITCH IN EASY REACH OF DRIVER.</p>	
<p>ALL ACCESSORY SWITCHES SHALL BE INCORPORATED IN THE CONTROL PANEL USING TOGGLE SWITCHES.</p>	
<p>THE UNIT SHALL OPERATE PROPERLY WHEN THE UNIT HAS THE MINIMUM AMOUNT OF HYDRAULIC FLUID.</p>	

<p>F. PACKING SYSTEM</p> <p>THE BODY SHALL HAVE A REINFORCED BULKHEAD TO PARTIALLY SEPARATE THE BODY FROM THE HOPPER TO PREVENT REFUSE FROM FALLING BACK INTO THE HOPPER WHEN THE PACKING PANEL IS RETRACTING AND TO MINIMIZE PINCH POINTS TO MEET ANSI Z245.1 SAFETY STANDARDS.</p>	
<p>THE PACKING FORCE AT THE REAR OF THE HOPPER SHALL BE CAPABLE OF EXERTING A MAXIMUM OF 29,000 POUNDS OF PACKING FORCE.</p>	
<p>THE DIRECT REFUSE PACKING FORCE SHALL BE A MINIMUM OF 28 POUNDS PER SQUARE INCH.</p>	
<p>THE PACKING PANEL SHALL RIDE ON REPLACEABLE ABRASION RESISTANT AR400 WEAR STRIPS.</p>	
<p>TWO SINGLE-STAGE, DOUBLE ACTING PACKING CYLINDERS WITH A 3.0" BORE, 1.75 ROD AND 34" STROKE SHALL BE ARRANGED IN A SCISSORS CONFIGURATION FOR COMPACTION.</p>	
<p>THE PACKER SHALL BE CAPABLE OF CYCLING WHILE VEHICLE IS IN MOTION.</p>	
<p>THE PACKER SHALL HAVE AUTOMATIC CYCLING CAPABILITY WITH A MAXIMUM CYCLE TIME OF 17 SECONDS AT 1200 RPM.</p>	
<p>PACKING PANEL FACE SHALL BE CONSTRUCTED OF 3/8" SHEET STEEL.</p>	
<p>PACKING PANEL SHALL HAVE A FOUR SECTION FOLLOW PLATE TO ALLOW FOR LOADING REGARDLESS OF PACKING PANEL POSITION AND TO PREVENT EXCESS AMOUNTS OF REFUSE FROM ACCUMULATING BEHIND PANEL.</p>	
<p>FOLLOW PLATE SHALL BE CONSTRUCTED OF 11 GAUGE A715 GR50 SHEET STEEL. FOLLOW PLATE SHALL INCORPORATE EIGHT (8) 4" DIAMETER X 2" WIDE NYLON ROLLERS TO ENSURE RELIABILITY, LOW MAINTENANCE AND SMOOTH ACTION DURING CYCLING.</p>	
<p>FOLLOW PLATE ROLLERS SHALL NOT REQUIRE LUBRICATION. PACKING SYSTEM SHALL DISPLACE REFUSE INTO THE BODY AT A RATE OF 3.3 CUBIC YARDS PER MINUTE.</p>	
<p>G. HYDRAULIC SYSTEM</p>	
<p>UNIT SHALL BE EQUIPPED WITH (1) 2-SECTION AND (1) 3-SECTION ELECTRICALLY OPERATED HYDRAULIC VALVE TO</p>	

OPERATE ALL ARM FUNCTIONS. UNIT SHALL BE EQUIPPED WITH VALVING TO LIMIT GRIPPER PRESSURE AND MAINTAIN A TIGHT HOLD ON CONTAINERS.	
HYDRAULIC SYSTEM SHALL BE DRIVEN BY HOT-SHIFT PTO AND TANDEM PUMP.	
HYDRAULIC HOSES SHALL HAVE A BURST PRESSURE OF AT LEAST FOUR TIMES NORMAL SYSTEM OPERATION PRESSURE.	
HYDRAULIC RESERVOIR SHALL HAVE A 12-GALLON CAPACITY AND SHALL INCORPORATE AN OUTSIDE SITE GAUGE.	
HEAVY DUTY HYDRAULIC CYLINDERS SHALL BE EQUIPPED WITH LONG-LIFE POLYURETHANE SEALS THROUGHOUT.	
HYDRAULIC CYLINER PISTON RODS SHALL BE MADE OF HIGH-TENSILE, HEAVY CHROME-PLATED ALLOY STEEL.	
PAINT CHASSIS AND WHEELS - WHITE ELITE BC L0006EB FRAME - STANDARD BLACK BODY - CITY OF LONG BEACH BLUE.	





IS A DIVISION OF VELOCITY VEHICLE GROUP



SALES  
Toll Free (800) 366-4621  
Reception (562) 447-1200

PARTS SERVICE (877) Parts-LA  
COLLISION CENTER (866) FTL-TRKS  
(562) 447-1257

2429 S. Peck Road, Whittier CA 90601 www.LAFreightliner.com

Ron Creighton - tel: 562/447-1515 - mobile: 562/755-6108 - email: RCreighton@lafreightliner.com

Purchaser's Name(s) CITY OF LONG BEACH

DE-09432/2010-8089

Address 2600 TEMPLE AVE  
City LONG BEACH  
County Los Angeles

State CA  
Zip 90806

Stock #  
Date 09/14/2010  
Bus Phone (562)570-5400  
Cell Phone 562-254-6747  
Fax Phone

New/Used New	Make FREIGHTLINER	Model M2112	Year 2011	Color White	To Be Delivered On Or About 2/28/2011
Type of Vehicle Truck	Serial Number FACTORY ORDER	Mileage			
Cash Price Of Base Vehicle					\$223,566.00
Additional Options:					\$0.00
- NONE -					
CASH					
Description Of Trade-In					
Make	Model	Type	Year	Quantity	Appraisal Allow. For Used Vehicle Trade
Eng. No.	VIN No.		License No		Less Balance Owning to
					Trade In Allowance
					Amount Due Upon Delivery
					\$245,434.55

Doc Fee / Prep Fee	\$55.00
Total	\$223,621.00
California Tire Recycle Fee	\$10.50
FET	
Sales Tax 9.750000	\$21,803.05
Est. License/Registration Fee	
O/S Delivery Fee	
Total Cash Delivered Price	\$245,434.55

FET Tire Credit \$0.00  
County Los Angeles  
GVWR/GCWR 31000

Cash down	Check/PO#	Deposit on Order
payment		Cash on Delivery

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

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

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

CITY OF LONG BEACH

Purchaser's Name

Ron Creighton

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Sep 14 2010 9:50PM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFIRMING COPY - DO NOT DUPLICATE!

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**PURCHASING AUTHORITY PURCHASE ORDER**  
 ADM-3020 (REV. 9/2005) STD. 65 (REV. 7/2008)

CONTRACT REGISTRATION NUMBER eP1036578	AGENCY ORDER NUMBER S32101-60130	AMENDMENT NO.
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 10/12/2009	PAGE OF PAGE 1 2

<b>S</b> Department of Transportation <b>H</b> Division of Equipment/Field Shops <b>I</b> Various Locations See below: <b>T</b> <b>O</b>	<b>B</b> Department of Transportation <b>I</b> Division of Equipment <b>L</b> P. O. Box 160048 Sacramento, CA 95816 <b>T</b> <b>O</b>	AGENCY BILLING CODE 60063
		PURCHASING AUTHORITY NUMBER 9G-1009-DOT-HQ1
		LEVERAGED PROCUREMENT AGREEMENT NO.

TO SUPPLIER ADDRESS  
 (Type or Print Legibly)  
 V/C 214956 GS  
 Los Angeles Freightliner  
 2429 Peck Road  
 Whittier, CA 90601  
 FEIN# [REDACTED]

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER	
AGENCY OR BUYER INFORMATION 32-12-5439	AGENCY TRACKING/REQUISITION NUMBER (Optional)
AGENCY NAME Transportation	CONTACT NAME Russ Purvis
CONTACT E-MAIL ADDRESS Russ.Purvis@dot.ca.gov	
CONTACT PHONE NUMBER (916) 227-9620	CONTACT FAX NUMBER (916) 227-9655

SUPPLIER CONTACT NAME Ron Creighton	SUPPLIER PHONE NUMBER (562) 447-1515	SUPPLIER FAX NUMBER (562) 447-1544	SUPPLIER E-MAIL ADDRESS rcreighton@lafreightliner.com
PAYMENT TERMS NET 45 Days	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business <input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE
<input type="checkbox"/> Certified DVBE			

REQUIRED DELIVERY DATE 07/12/2010	SHIPPING INSTRUCTIONS	<input checked="" type="checkbox"/> F.O.B. Destination FRT. PPD <input type="checkbox"/> F.O.B. Destination FRT. PPD/ADD Freight not to exceed cost stated on P.O. <input type="checkbox"/> F.O.B. ORIGIN	CITY OF ORIGIN	STATE	ZIP CODE
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ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE OF PRODUCT CODE or SERVICE ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	RECEIVED	UNIT PRICE	EXTENSION TOTAL	TAX
1	2	EA	25101609		Trash Compactor, 16 cubic yard, Diesel Fueled, in accordance with the State of California Specification No. 03384-027-091. The price shown includes the cost of the following option(s): Option No. 1: Cone Holders Option No. 2: Wheel Chock Holders (continued on page #2)		118,218.00	236,436.00	
1		LT			Grand total from page #2 (TAXABLE)		118,083.00	118,083.00	

A-1 <input checked="" type="checkbox"/> General Provisions are incorporated herein by reference to: <input checked="" type="checkbox"/> Form GSPD - 401 Non-IT Commodities (revision date 04/12/2007) OR <input type="checkbox"/> Form GSPD - 401 IT (revision date _____) <input checked="" type="checkbox"/> ATTACHED OR <input type="checkbox"/> Published at website: <a href="http://www.dgs.ca.gov/bd">www.dgs.ca.gov/bd</a>	TAXABLE SUBTOTAL	354,519.00
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TERMS AND CONDITIONS A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text. B <input checked="" type="checkbox"/> Agency Special Provisions are attached and titled IFB5439/Spec.03384-027-091. C <input type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.	TAX RATE 8.750%	SALES TAX	31,020.41
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PROCUREMENT METHOD <input checked="" type="checkbox"/> COMPETITIVE: Solicitation Number (if applicable) IFB5439 <input type="checkbox"/> LEVERAGED <input type="checkbox"/> DVBE / SMALL BUSINESS [GC 14838.5(a)] <input type="checkbox"/> NON-COMPETITIVELY BID <input type="checkbox"/> EXEMPT	* NOTE: If there are variable charges for Installation, Shipping or Freight, or Other Non-Taxable Services, detail per line item and enter total here.	* INSTALLATION * SHIPPING/FREIGHT * OTHER NON-TAXABLE	31.50
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CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.	VERIFIED NO STATE SURPLUS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PAID BY CAL-CARD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	GRAND TOTAL 385,570.91
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REQUESTED BY Bill Mueller	DATE 10/12/09	ACCOUNTING OFFICE USE DATE	DATE RECEIVED
AUTHORIZING NAME (Print or Type) Linda Taylor Material Services Coordinator	TITLE	DATE 10/12/09	RECEIVED BY
AUTHORIZING SIGNATURE <i>[Signature]</i>	DATE 10/12/09	CERTIFIED CORRECT (SIGNATURE) <i>[Signature]</i>	RECEIVED VIA

SUF.	T.C.	M O D.	SOURCE		CHG. DIST.	EXPENDITURE AUTHORIZATION	SUB-JOB	SPECIAL DESIGNATION	FA.	AGCY. OBJ.	AMOUNT	FFY	NOTES
			DIST.	UNIT.									
			32	932	32	943077			7	013	\$300,000.00	09	
			32	932	32	943037	3EPA07		7	013	\$15,000.00	09	
			32	932	32	943077			7	013	\$70,570.91	10	

DISTRIBUTION: Copy 1 - Supplier; Copy 2 - DGS Procurement; Copy 3 - Packing Slip; Copies 4-6 - Agency Procurement File

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**PURCHASING AUTHORITY PURCHASE ORDER CONTINUATION**

ADM-3020A (REV. 6/2005)

STD. 65A (REV. 7/2003)

CONTRACT REGISTRATION NUMBER eP1036578	AGENCY ORDER NUMBER S32101-60130	AMENDMENT NO.
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 10/12/2009	PAGE OF PAGE 2   2
AGENCY BILLING CODE 60063	PURCHASING AUTHORITY NUMBER 9G-1009-DOT-HQ1	LEVERAGED PROCUREMENT AGREEMENT NO.

ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE OF PRODUCT OR SERVICES ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	RECEIVED	UNIT PRICE	EXTENSION TOTAL
1					continued: Ship To: Division of Equipment Shop# 24101 1993 Marina Boulevard <i>6am 2pm</i> San Leandro, CA 94577 <i>ask for house</i> <i>DAVE CURTIS 510-614-5971</i>			
2	1	EA	25101		Trash Compactor, 16 cubic yard, Diesel Fueled, in accordance with the State of California Specification No. 03384-027-091. The price shown includes the cost of the following option(s): Option No. 2: Wheel Chock Holders Option No. 3: Bench Seat  Ship To: Division of Equipment Shop# 31101 7179 Opportunity Road San Diego, CA 92111 <i>6:30 - 3pm</i> <i>MARK ZELLA 858-467-3286</i>		118,083.00	118,083.00
	18	EA			California Waste Tire Fee (non-taxable)		31.50	31.50

ENTER GRAND TOTAL ON FRONT PAGE

118,114.50

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

STD. 802 (REV. 9-83)

VENDOR NAME

Los Angeles Freightliner

AGENCY NAME

Department Of Transportation

THIS ORDER IS (Kind)



PURCHASE ORDER



SUB-PURCHASE ORDER

NUMBER

S32101-60130

DATE

10/12/09

The undersigned hereby certifies that he/she is an officer or employee of the State of California and is authorized to execute this certificate and that the article or articles specified in the accompanying order or on the reverse side hereof is/are purchased for the exclusive use of the governmental unit named above.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the State or any political subdivision thereof is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax-free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported to the manufacturer of the article or articles covered by this certificate. It is also understood that the fraudulent use of this certification to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000, or to imprisonment for not more than five years, or both, together with costs of prosecution.

OFFICER OR EMPLOYEE (Title or Position)

Russ Purvis Material Manager II

SIGNATURE

*Russ Purvis*

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

STD. 802 (REV. 9-83)

VENDOR NAME

AGENCY NAME

Department of Transportation

THIS ORDER IS (Kind)



PURCHASE ORDER



SUB-PURCHASE ORDER

NUMBER

DATE

The undersigned hereby certifies that he/she is an officer or employee of the State of California and is authorized to execute this certificate and that the article or articles specified in the accompanying order or on the reverse side hereof is/are purchased for the exclusive use of the governmental unit named above.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the State or any political subdivision thereof is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax-free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported to the manufacturer of the article or articles covered by this certificate. It is also understood that the fraudulent use of this certification to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000, or to imprisonment for not more than five years, or both, together with costs of prosecution.

OFFICER OR EMPLOYEE (Title or Position)

Russ Purvis Material Manager II

SIGNATURE

*Russ Purvis*

## GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - b) "Buyer" means the State's authorized contracting official.
  - c) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever form used.
  - d) "Contractor" means the Business Entity with whom the State enters into this contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - e) "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
  - f) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:**
  - a) If this contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then contractor's bid is a firm offer to the State which is accepted by the issuance of this contract and no further action is required by either party.
  - b) If this contract results from a solicitation other than described in paragraph a), above, contractor's quotation or proposal is deemed a firm offer and this contract document is the State's acceptance of that offer.
  - c) If this contract resulted from a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.
3. **COMPLETE INTEGRATION:** This contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract.
4. **SEVERABILITY:** The contractor and the State agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of contractor's violation of this provision.
  - b) If this contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this contract.
  - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **ASSIGNMENT:** This contract shall not be assignable by the contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
  - a) these General Provisions – Non-IT Commodities;
  - b) contract form, i.e., Purchase Order STD 85, etc., and any amendments thereto;
  - c) statement of work, including any specifications incorporated by reference herein;
  - d) special terms and conditions; and
  - e) all other attachments incorporated in the contract by reference.
12. **PACKING AND SHIPMENT:**
  - a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

**GENERAL PROVISIONS**

- i) show the number of the container and the total number of containers in the shipment; and
- ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by contractor or its subcontractors must include packing sheets identifying: the State's contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the contract.
- a) Contractor must strictly follow contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of the State, shall at contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess goods, and may return them to contractor at contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specification in lieu of those contained in the contract without written consent of the buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this contract and will tender to the State only those goods that have been inspected and found to conform to this contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the contract.
- b) All goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at contractor's expense.
- 19. WARRANTY:** Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.
- a) Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by contractor shall not relieve the contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this contract on State premises, contractor shall conform to any specific safety requirements contained in the contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, contractor shall maintain all

**GENERAL PROVISIONS**

commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the contractor may be required to have the State shown as an "additional insured" on selected policies.

**22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, contractor agrees to take back any affected goods furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

**23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance of work under this contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - iii) Terminate all subcontracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

**24. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:
  - i) Deliver the goods or to perform the services within the time specified in the contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this contract (but see subparagraph (b), below).

- b) The State's right to terminate this contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.
- c) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, goods or services similar to those terminated, and the contractor will be liable to the State for any excess costs for those goods or services. However, the contractor shall continue the work not terminated.
- d) If the contract is terminated for default, the State may require the contractor to transfer title and deliver to the State, as directed by the buyer, any:
  - i) Completed goods, and
  - ii) Partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the buyer, the contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay contract price for completed goods delivered and accepted. The contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**25. FORCE MAJEURE:**

Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform.

**26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event any goods furnished or services provided by the contractor in the performance of the contract should fail to conform to the requirements herein, or to the sample submitted by the contractor, the State may reject the same, and it shall become the duty of the contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the contract.
- b) In addition to any other rights and remedies the State may have, the State may require contractor, at contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the contractor.



## GENERAL PROVISIONS

- c) In the event of the termination of the contract, either in whole or in part, by reason of default or breach by the contractor, any loss or damage sustained by the State in procuring any items which the contractor agreed to supply shall be borne and paid for by the contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to contractor or to make a claim against the contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by the contractor during the contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by contractor in the performance of this contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract.
- 32. NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this contract shall not be made without prior written approval of the Department of General Services.
- 36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the goods or software supplied by the contractor or the operation of such goods pursuant to a current version of contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
- i) That the contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
- ii) That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the goods or software, or the operation thereof, become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the contractor at its option and expense either to procure for the State the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by the State shall be prevented by injunction, the contractor agrees to take back such goods or software and make every reasonable effort to assist the State in procuring substitute goods or software. If, in the sole opinion of the State, the

## GENERAL PROVISIONS

return of such infringing goods or software makes the retention of other goods or software acquired from the contractor under this contract impractical, the State shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The contractor agrees to take back such goods or software and refund any sums the State has paid contractor less any reasonable amount for use or damage.

- e) The contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the contractor; or,
  - ii) The operation of equipment furnished by the contractor under the control of any operating software other than, or in addition to, the current version of contractor-supplied operating software; or
  - iii) The modification by the State of the equipment furnished hereunder or of the software; or
  - iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the contractor to the State with respect to infringement of patents, copyrights or trade secrets.
37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this contract.

38. **DISPUTES:-**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which contractor believes the State is liable. If the contractor is not satisfied with the decision of the Department Director or designee, the contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this contract is for information technology goods and/or services, the decision may be appealed to an Executive Committee of State and contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this contract, contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in

accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of contractor's demand, it shall be deemed a final decision adverse to contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. **STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period up to 90 days after the Stop Work Order is delivered to the contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the contractor's cost properly allocable to the performance of any part of this contract; and
  - ii) The contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

**GENERAL PROVISIONS**

41. **COVENANT AGAINST GRATUITIES:** The contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
42. **NONDISCRIMINATION CLAUSE:**
- During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
  - If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- the assignee has not been injured thereby, or
  - the assignee declines to file a court action for the cause of action.
45. **DRUG-FREE WORKPLACE CERTIFICATION:** The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
    - will receive a copy of the company's drug-free policy statement; and,
    - will agree to abide by the terms of the company's statement as a condition of employment on the contract.
46. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
47. **SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and Public Contract Code Section 6108.
  - Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or

**GENERAL PROVISIONS**

premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
49. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, the contractor acknowledges in accordance with PCC Section 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to contract with the State.
54. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

LOS ANGELES TRUCK CENTERS  
dba LOS ANGELES FREIGHTLINER  
2429 S PECK RD  
WHITTIER, CA 90601

**ORIGINAL**

State of California  
California Department of Transportation - Division of Equipment



**INVITATION FOR BID**

**BID DUE DATE: 09/24/2009**

Responses must be delivered to the Division of Equipment before 2:00 P.M. on the due date.

**BID OPENING: 2:15 pm**

Supplier name and address: ▶ <b>LOS ANGELES TRUCK CENTERS dba LOS ANGELES FREIGHTLINER 2429 S PECK RD WHITTIER, CA 90601</b>		SOLICITATION NO. <b>5439</b>	REV	Date <b>08/26/09</b>	PURCHASE ESTIMATE NO. <b>32-12-5439</b>
Supplier email ▶ <b>R.Creighton@lafreightliner.com</b>		<b>0</b> % CASH DISCOUNT FOR PAYMENT WITHIN <b>30</b> DAYS.			DELIVERY DATE: <b>270 Days ARO</b>
Contact: <b>Ron CREIGHTON</b>		SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.			ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Phone: <b>562-447-1515</b>		For further information, contact: ▶ <b>Russ Purvis</b> Phone: (916) 227-9620			IF YES, MANUFACTURER? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name (Print): ▶ <b>RON CREIGHTON</b>		SHIP TO: AS SPECIFIED BELOW			ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Title: ▶ <b>N.T. SALES</b>		Return bid to: <b>DEPT. OF TRANSPORTATION Division of Equipment Lobby / Receptionist *34th Street &amp; Stockton Blvd. P.O. Box 160048 Sacramento, CA 95816</b>			SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1898 ET SEQ. THE VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE
Signature - <b>Ron Creighton</b>		Date: ▶			
Telephone Number: ▶ <b>562 447-1515</b>		FAX Number: ▶ <b>562 447-1544</b>			
Federal Employer Identification Number ▶		* (UPS, FEDEX, etc. use: 3400 S. Street)			

Bidder offers and agrees if this response is accepted within 45 calendar days from the date of opening to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 43 of the General Provisions is true and correct. (3) If a claim is made for the Small Business preference, the information set forth within is true and correct.

REV. 02/04/2009

**RESPONSIBLE BIDDER:** The Department of Transportation may require Bidder(s) to submit evidence of their qualifications at such times, and under conditions, as it may require. The question whether a particular bidder is a responsible Bidder involves an evaluation of the Bidders experience, Facilities, Reputation, Financial resources, and other factors existing at the time of contract award. Being placed on the State Bid List, shall not foreclose the State from determining that the Bidder is not a responsible Bidder. If determined to be not a responsible Bidder, your bid will be rejected.

**INQUIRIES/QUESTIONS** of the solicitations administrative or technical requirements are to be in written form and will be accepted up to 4:00 PM on Sept. 21, 2009 when mailed to P.O. BOX 160048 Sacramento, Ca 95816 or faxed to (916) 227-9655 ATTN: Only inquires to: Russ Purvis the Buyer will be answered.

**SOLICITATION NUMBER.** Must appear on the outside of the envelope of your bid return.

**SALES TAX:** Sales tax is not to be included on the bid or in the bid pricing. If awarded this bid, Sales tax will be added at the time of award!

354,579.00

**IMPORTANT:** Read attached General Provisions carefully before bidding.

**LOS ANGELES TRUCK CENTERS  
dba LOS ANGELES FREIGHTLINER**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF EQUIPMENT

**INVITATION FOR BID  
CONTINUATION**

Supplier Name: **LOS ANGELES TRUCK CENTERS**  
**dba LOS ANGELES FREIGHTLINER**  
2429 S PECK RD  
WHITTIER, CA 90601

SOLICITATION NO. <b>5439</b>	REV.
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ITEM NO.	QTY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	2	EA	25101609	Trash Compactor, 16 cubic yard, Diesel Fueled, In accordance with the State of California Specification No. 03384-027-091. The price quoted shall include the cost of the following option(s): Option No. 1: Cone Holders Option No. 2: Wheel Chock Holders  Ship to: Division of Equipment Shop #24101 1993 Marina Boulevard San Leandro, CA 94577	\$ 118,218.-	\$ 236,436.00 ✓
2	1	EA	25101609	Trash Compactor, 16 cubic yard, Diesel Fueled, in accordance with the State of California Specification No. 03384-027-091. The price quoted shall include the cost of the following option(s): Option No. 2: Wheel Chock Holders Option No. 3: Bench Seat  Ship to: Division of Equipment Shop #31101 7179 Opportunity Road San Diego, CA 92111	\$ 118,083.00	\$ 236,166.00 118,083.00

\* IF ORDER FALLS WITHIN AVAILABILITY OF EPA 2D10 ENGINE OFFERING ADD \$ 6,700.00 FOR 15B ENGINE AND \$1,000.00 FOR 2011 TRUCK MODEL TO UNIT PRICE EA.

Proposed Brand: FREIGHTLINER  
Model: M2106

Total Price: \$ ~~472,602.00~~  
354,519.00 ✓

**IMPORTANT:** Read attached General Provisions carefully before bidding.

LOS ANGELES TRUCK CENTERS  
dba LOS ANGELES FREIGHTLINER

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF EQUIPMENT

**INVITATION FOR BID  
CONTINUATION**

Supplier Name: <b>LOS ANGELES TRUCK CENTERS dba LOS ANGELES FREIGHTLINER 2429 S PECK RD WHITTIER, CA 90601</b>	SOLICITATION NO. <b>5439</b>	REV.
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<p><b>DELIVERY:</b> Final delivery, inspection and acceptance shall be at the DIVISION OF EQUIPMENT, Equipment Receiving, 192D 35<sup>TH</sup> Street, Sacramento, Ca 95816. Unless specified differently in the Invitation for bid.</p> <p><b>IMPORTANT NOTE:</b> The attached General Provisions have recently been revised and additionally include revised Bidder Instructions. Please read the revised General Provisions carefully.</p>
<p><b>PLEASE NOTE:</b> Only bids quoted on the State's own bid forms will be considered. Bids shall be submitted in a sealed package with the solicitation number, including the due date and time, on the outside of the package. Bids submitted referencing vendor attachments, which include legal terms, and condition that conflict with the State's general bid provisions, shall be considered non-responsive and such bids shall be rejected.</p>
<p><b>NOTE:</b> For the purposes of this bid, award will be made on an "All or None" basis. Cash Discounts will not be considered in evaluating offers for award purposes. (SEE Section 5 of the Bidder Instructions).</p>
<p>For the purposes of this bid, only bids quoted F.O.B Destination will be accepted.</p>
<p><b>TAXES:</b> Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract.</p>
<p><b>LATE DELIVERY CHARGES:</b> This bid contains a "LATE DELIVERY CHARGE" clause. See attached specification, ADMIN. Pg.8, Section 13.</p>
<p>All equipment is to be new and latest model in current production. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.</p>
<p><b>SUBMISSION OF FACSIMILE ( FAX ) BIDS:</b> Facsimile machine (fax) bids will be considered only if they are sent to (916) 227-9655. Bids sent to any other fax number will not be considered. To be considered, all pages of a faxed bid must be completely received prior to the bid due date and time specified in this solicitation. Please be advised that there is a heavy demand placed on the fax machine receiving bids, and the State assumes no responsibility if a bidder cannot transmit their bid via fax, or if the entire bid is not received prior to the bid due date and time.</p>
<p><b>SMALL BUSINESS PREFERENCE:</b> Bidders claiming the small business preference must be certified as a small business. Certification <u>must</u> be obtained no later than 5:00 p.m. on the bid opening date. Questions regarding certification should be directed to the Office of Small Business Certification Resources at (916) 323-5478, Internet Address <a href="http://www.pd.dgs.ca.gov/smbus/default.htm">http://www.pd.dgs.ca.gov/smbus/default.htm</a></p>
<p><b>RECYCLED CONTENT PRODUCTS:</b> State agencies are required to report purchases in many product categories. In order to comply with those requirements, contractors are required to complete and return the attached Recycled Content Certification form with your bid. Failure to complete and return the form may disqualify your bid from consideration as the lowest responsible bidder. Suppliers offering a product meeting the requirement of a recycled content product will receive a preference as follows: fine printing and writing papers receive a 10% preference, other paper products receive a 5% preference and tire-derived products receive a 5% preference.</p>

**IMPORTANT: Read attached General Provisions carefully before bidding.**

**LOS ANGELES TRUCK CENTERS  
dba LOS ANGELES FREIGHTLINER  
2429 S PECK RD**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF EQUIPMENT

**INVITATION FOR BID  
CONTINUATION**

Supplier Name: \_\_\_\_\_

SOLICITATION NO.

REV.

**5439**

**DISABLED VETERAN BUSINESS ENTERPRISES (DVBE):**

The state has established goals for Disabled Veteran Business Enterprises (DVBE) participating in state contracts. Bidders that qualify as a DVBE are requested to complete the following:

Firm Name: N/A

Authorized Signature: \_\_\_\_\_

Typed or Printed Name of Person Signing: \_\_\_\_\_

Title: \_\_\_\_\_

Please enclose a copy of your DVBE certification from the Office of Small Business Certification and Resources

The Procurement Division also needs information on all contracts with DVBE sub contractor's participation. If awarded this contract, please list any participation for the DVBE subcontractor.

\_\_\_\_\_  
Firm Name \$ Amount

\_\_\_\_\_  
Firm Name \$ Amount

\_\_\_\_\_  
Firm Name \$ Amount

Please enclose a copy of the DVBE sub-contractors certification from the Office of Small Business and DVBE Certification (OSDC).

**THE FOLLOWING ATTACHED DOCUMENTS ARE PART OF THIS SOLICITATION:**

- |   |                                     |
|---|-------------------------------------|
| ▶ 1. SPECIFICATIONS                             | ▶ 8. GENERAL PROVISIONS             |
| ▶ 2. OPTIONS                                    | ▶ 9. RECYCLED CONTENT CERTIFICATION |
| ▶ 3. QUESTIONNAIRE                              | ▶ 10. MANUFACTURERS SUMMARY         |
| ▶ 4. CALTRANS IN-SHOP WARRANTY AGREEMENT        | ▶ 11. TACPA/LAMERA/EZA              |
| 5. DRAWINGS                                     | ▶ 12. BIDDERS DECLARATION           |
| 6. BIDDERS INSTRUCTIONS                         |                                     |
| ▶ 7. DARFUR CONTRACTING ACT OF 2008 DECLARATION |                                     |

PLEASE NOTE THAT CHECKED ITEMS MUST BE RETURNED WITH YOUR BID OR YOUR BID COULD BE CONSIDERED FOR REJECTION.

**VENDOR DATA RECORD:** The successful bidder will be required to submit a Form 604, Payee Data Record, listing their Taxpayer Identification Number.

Bidders (offering other than the referenced brands) are requested to forward complete descriptive literature with the bid and are to note their brand name and catalog or model number. Descriptive literature shall be annotated to specify the applicable page, brand, model and item (s).

**FAILURE TO SUBMIT LITERATURE MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIBLE AND NOT ACCEPTABLE.**

Federal Excise Tax Exemption Certificate will be attached to purchase order.

**SPECIFICATION COMPLIANCE QUESTIONNAIRE**

The bidder must indicate below if the product or products offered on this bid comply in all respects with the attached specifications.

YES X NO \_\_\_\_\_

If the bidder has indicated that the product offered does not comply in all respects with the attached specifications, he/she is to list below, in detail, any and all deviations from the specifications.

List Deviations below: (attach additional sheets as required)

**IMPORTANT:** Read attached General Provisions carefully before bidding.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF EQUIPMENT

**INVITATION FOR BID  
CONTINUATION**

Supplier Name:	LOS ANGELES TRUCK CENTERS dba LOS ANGELES FREIGHTLINER 2429 S PECK RD WHITTIER, CA 90601	SOLICITATION NO. <b>5439</b>	REV.
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**REVISED SMALL BUSINESS REGULATIONS:**

The small business regulations, located at 2 CCR 1896 at seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at ([www.pd.dqs.ca.gov/smbus](http://www.pd.dqs.ca.gov/smbus)). Access the regulations by clicking on "small Business Regulations" in the right sidebar. For those without internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Certification at (916) 375-4940.

**NEW NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:**

A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

**ATTACHMENT WITH BID REQUIRED IF CLAIMING NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:**

If claiming the non-small business subcontractor preference, the bid response must include a list of the small business (es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following:

- 1) Subcontractor name, 2) Address, 3) Phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

**SMALL BUSINESS PREFERENCES:**

Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 P.M. on the bid due date, and the OSDC must be able to approve the application as submitted.

Questions regarding certification should be directed to the OSDC at (916) 375-4940.

**LEGISLATION REQUIREMENTS:**

- 1) In accordance with Senate Bill 1009, you must provide you company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below

Retailer's Seller's Permit Number: SYAA 97268711

- 2) If applicable, please note that award will be conditional on providing the following documents prior to award:

If your firm is a certified California small business, in accordance with Assembly Bill 669, your company must address specific aspects of the Legislation that requires certified small-businesses to perform a commercially useful function as defined by Government Code Section 14837, 14838.6, 14839, 14842 and 14842.5. Therefore, you must provide written documentation that:

- a) Your company is responsible for the execution of a distinct element of the work of the contract.
- b) You carry out its obligation by actually performing, managing, or supervising the work involved.
- c) Performs work that is normal for your business services and functions.
- d) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- e) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or micro business participation. Provide proof that this statement does not pertain to your company's potential involvement in this procurement.

**IMPORTANT: Read attached General Provisions carefully before bidding.**

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
DIVISION OF EQUIPMENT

ITEM NO	UNIT	CAB	TRANS	ENG	CAP	C.A.	F.A.	R.A.
03384	C&C	C	A-6	D250	33.0	138	12.0	21.0

SPECIFICATION NUMBER: 03384-027-091

SPECIFICATION FOR: A COMPLETE VENDOR SUPPLIED, TRUCK CAB AND CHASSIS WITH A 16 YARD REFUSE COMPACTOR BODY

PURCHASE ESTIMATE NUMBER: 32-12-5439

It is the intent of this specification to describe the minimum requirements for a diesel engine powered, 33,000 GVWR truck with a conventional cab, automatic transmission and a 16 cubic yard trash compactor body.

The unit shall be the manufacturer's standard production models and shall be modified to meet these specifications. It shall be equipped with all of the manufacturer's standard equipment and accessories which are part of the standard published literature.

The unit shall comply with Caltrans Equipment Quality Standards for Electrical, Welding, Paint and Coatings as defined at: <http://www.dot.ca.gov/hq/egsc/qualstand.htm>.

If a discrepancy is discovered between the specifications and the drawing(s) provided, the vendor shall request clarification from the Specification Engineer. The specifications and drawing(s) shall have precedence over the completed questionnaire and standard factory specifications or literature.

The equivalency of any referenced item listed on the drawings or in the specification shall be determined by the Division of Equipment Specification Engineer. Only technical changes authorized by Specification Engineer in writing will be accepted. Technical changes made by any other Division of Equipment, Caltrans or State employees will not be accepted. All changes to this contract must be done in writing.

The bidder will be required to supply factory published literature on the cab & chassis, body, and all standard and optional equipment. Additional clarifications and factory engineering information may be submitted and will become a part of the bid.

LOS ANGELES TRUCK CENTERS  
dba LOS ANGELES FREIGHTLINER  
2429 S PECK RD  
WHITTIER, CA 90601

**TECHNICAL SPECIFICATIONS**  
**FOR CAB AND CHASSIS**

1. CAPACITY: The manufacturer's GVWR and GCWR shall not be less than 33,000 pounds and 50,000 pounds respectively. **AS SPECIFIED**
2. WHEELBASE: The wheelbase shall be of proper length to give a usable cab-to-axle as required by the body installer but shall be approximately 108 inches but less than 125 inches. The center line of the rear axle to the end of frame dimension shall be as needed by the body installer. Splicing of the frame is not allowed. **AS SPECIFIED**
3. ENGINE: The engine shall be a turbo charged, electronically controlled, diesel fueled engine of not less than 250 gross SAE hp and not less than 660 lbs.-ft. gross torque per SAE J1995. The engine shall meet all State of California and Federal emission standards for the date of manufacture, credits are not acceptable. **AS SPECIFIED**

The engine shall be equipped with the following:

- a. A full-flow, type oil filter. **AS SPECIFIED**
- b. Electronically controlled fuel injection system. **AS SPECIFIED**
- c. The highest capacity air cleaner available shall be supplied. The air cleaner connections shall be dustproof, waterproof, and mounted to withstand abrasion, wear, and vibration. The top of the air cleaner assembly shall not restrict the operator's visibility. **AS SPECIFIED**
- d. An air restriction gauge shall be viewable during pre-op inspections (e.g.: may be mounted under the hood). Unit must hold and maintain the highest reading, and be resettable. Unit must be red lined as recommended by the engine manufacturer (Ref. Filter Minder Air Restriction Gauge, Model No. 3781-325 or comparable). **AS SPECIFIED**
- e. An electronic hourmeter dash mounted to record engine running time (Ref: Hobbs Model 85006 solid state or comparable). **AS SPECIFIED**
- f. Electric key shutoff. **AS SPECIFIED**
- g. Coolant temperature gauge. **AS SPECIFIED**
- h. A diesel engine compression brake shall be supplied and installed (Ref: Jacobs or comparable). The brake used shall be approved by the engine manufacturer, and the model as recommended by the brake

\* CUMMINS EXHAUST BRAKE WITH VARIABLE GEOMETRIC TURBO-

manufacturer. There shall be an ON/OFF toggle switch appropriately labeled and dash mounted in the cab within easy reach of the operator.

**AS SPECIFIED**

- i. An engine control, remote mounted, shall be supplied and installed to allow remote control of the engine for the operation of all compactor functions. **AS SPECIFIED**
  - j. A dash mounted oil pressure gauge complete with warning light and audible alarm for low pressure. **AS SPECIFIED**
  - k. The engine rpm shall be electronically regulated to meet the requirements of the hydraulic packer's cycle times. **AS SPECIFIED**
4. **FRAME:** The RBM (Resistance Bending Moment) of the frame shall not be less than 1,350,000 in.-lbs. per rail using a minimum 110,000 psi yield strength steel and a section modulus of not less than 12 cubic inches. **AS SPECIFIED**

5. **TRANSMISSION:** The transmission shall be an Allison 3500 RDS automatic transmission or equivalent, having a primary shift schedule calibrated for the maximum performance from the engine. If driveline speeds do not allow the use of 6<sup>th</sup> gear it shall be electronically locked out while still providing the top speed requested in the rear axle section. The transmission supplied shall be the correct capacity for use with the engine supplied. The cooling system shall incorporate a water to oil heat exchanger to maintain the fluid at safe working temperatures. **AS SPECIFIED**

Transmission controls and mounting shall be in accordance with the transmission and vehicle manufacturer's specifications and recommendations. The shift selector indicator shall be backlighted for nighttime operation. **AS SPECIFIED**

A transmission fluid temperature gauge kit shall be supplied and installed with an approved high temperature warning device. The sensor for the gauge shall be located to read the highest fluid temperature in the system. **AS SPECIFIED**

The transmission shall be factory-filled with Allison Transynd transmission fluid. The fill location(s) shall be labeled to indicate the transmission has been filled with Transynd transmission fluid. **AS SPECIFIED**

The transmission as installed shall be provided with a power take-off (PTO) opening. Adequate clearance shall be provided for installation of the PTO, the PTO gear shall be installed. **AS SPECIFIED**

6. COOLING SYSTEM: The engine shall be equipped with the most heavy-duty radiator available with the truck model supplied. The radiator shall be equipped with a deaeration system and temperature controlled fan. A gauge shall be supplied and installed in the dash to measure coolant temperature.

**AS SPECIFIED**

The coolant change interval shall be a minimum of 5 years or 150,000 miles. Only extended life coolant shall be used. Standard coolant with a coolant filter is not acceptable.

**AS SPECIFIED**

The radiator shall be equipped with a low coolant level warning light in case the cooling liquid becomes low (Ref. Robertshaw Model 813 NLU or comparable). This warning light shall be mounted in the dashboard and in view of the driver.

**AS SPECIFIED**

All hoses used in the cooling system (including heater hoses and air compressor hoses) shall be high temperature rated, reinforced silicone rubber hoses (preferred); or, Ethylene Propylene Diene Monomer (EPDM) hoses. All hose clamps shall be rated for silicone use (or as specified by the hose manufacturer for EPDM use). All clamps shall be the constant torque type.

**AS SPECIFIED**

7. EXHAUST: The exhaust stack or stacks shall be mounted in a vertical position behind or beside the cab and shall be provided with manufacturer's recommended safety heat shield around the vertically exposed pipe(s). The muffler shall be mounted in a horizontal position below or between the frame rails. If necessary the wheelbase shall be extended to provide a usable space from the exhaust stack(s) to the centerline of the rear axle of at least 108 inches as determined by the body installer. A rain cap shall be installed on each exhaust stack if compatible with the required exhaust emission system. A curved tip exhaust is acceptable if a rain cap is not permissible.

**AS SPECIFIED**

8. FRONT AXLE: The gross axle weight rating (GAWR) of the front axle, springs, wheels and tires shall not be less than 12,000 pounds. The hubs shall have oil lubricated wheel bearings with an oil seal (Ref. Stemco Guardian Hub Seal or comparable). Transparent caps shall be provided so that oil level can be visually checked. The drums (if equipped) shall be outboard mounted. The lubricant shall be the synthetic type with an extended change interval. The hubs shall be labeled to indicate they have been filled with a synthetic lubricant.

**AS SPECIFIED**

9. REAR AXLE: The GAWR of the rear axle, springs (main), wheels and tires shall not be less than 21,000 pounds. The hubs shall have oil lubricated wheel bearings. The drums shall be outboard mounted.

**AS SPECIFIED**

The axle shall be single speed with a gear ratio to provide a maximum speed of 70 mph in the highest gear.

**AS SPECIFIED**

The rear axle differential shall be filled with a synthetic type gear lubricant with an extended change interval. The fill location(s) shall be labeled to indicate the differential has been filled with a synthetic lubricant. **AS SPECIFIED**

10. **BRAKES:** Full air brakes shall be supplied with "S" cam actuation on all axles to match the axle load rating. The brakes shall be self-adjusting such as Haldex's Self Adjusting Slack Adjustor or comparable. The brake system shall be in compliance with FMVSS No. 121. The following shall be supplied and installed:
- a. A minimum 12 CFM air compressor. Air for the compressor shall be filtered air taken from the air cleaner or air cleaner induction system. **AS SPECIFIED**
  - b. A Bendix Model AD-IP Air Dryer or equivalent. **AS SPECIFIED**
  - c. One (1) or more air accessory outlets with pressure protection valves. All air accessories shall be fed through a pressure protection valve. **AS SPECIFIED**
  - d. A parking brake, spring activated. All spring chambers shall be anti-compounding. The brake chambers shall be sealed against contamination from moisture and dirt. (Ref. Anchorlok LIFE-SEAL) **AS SPECIFIED**
  - e. An air brake emergency stopping system, spring activated and in compliance with FMVSS No. 121. **AS SPECIFIED**
  - f. Backing plates or dust shields, on all brakes. **AS SPECIFIED**
  - g. ABS (Anti-lock Brake System). The system shall be factory installed. **AS SPECIFIED**
11. **FRONT SPRINGS:** The front spring shall be leaf springs and have a rated capacity of not less than 12,000 lbs. Shock absorbers shall be supplied and installed. **AS SPECIFIED**
12. **REAR SPRINGS:** The rear spring shall be leaf springs with auxiliary spring(s). The main leaf springs shall have a rated capacity of not less than 21,000 lbs. The auxiliary spring(s) shall have a minimum rated capacity of 2,250 pounds each. **AS SPECIFIED**
13. **STEERING GEAR:** The steering gear shall be the integral valve hydraulic power type. **AS SPECIFIED**
14. **WHEELS:** Six (6) steel disc-type wheels shall be furnished. The wheels shall be drop center tubeless type designed for use with radial type tires. Wheel widths shall be as recommended by The Tire and Rim Association Inc. and the tire manufacturer. Wheels shall be hub piloted. All wheels shall have a minimum of five (5) hand holes. **AS SPECIFIED**

All wheels shall meet or exceed their corresponding maximum tire load and inflation ratings. All wheels supplied shall be of the same make and model.

**AS SPECIFIED**

Tire chain clearance shall be provided for dual tire chains with triple side chains. Clearance shall conform to the requirements of SAE J 683. **AS SPECIFIED**

15. TIRES: Six (6) steel belted radial ply tubeless tires, duals on the rear, shall be furnished and shall be a minimum size of 11R X 22.5, load range H, with truck type highway tread, the same size, tread design, and load range. Tire capacity shall meet or exceed the capacity of the specified axle.

**AS SPECIFIED**

16. CAB: The cab shall be the conventional cab design enclosed with an approved safety glass windshield, rear window, roll down side door glass, a front-tilting hood with fenders, and rubber or air suspension cab mounts. The cab shall be fully locking with three (3) complete sets of keys per unit. **AS SPECIFIED**

A wire mesh bug screen, constructed from corrosion resistant metal, shall be installed to protect the radiator. **AS SPECIFIED**

The following items, supplementing those items already cataloged as standard cab equipment, shall be furnished and installed:

- a. Dual visors.
- b. Cab heater and windshield defroster. **AS SPECIFIED**
- c. 12 Volt DC accessory outlet. **AS SPECIFIED**
- d. Right and left outside heated rearview mirrors. Chrome finished mirrors and brackets are not acceptable. Factory installed (OEM) aerodynamic mirrors, black, grey, or neutral in color are also acceptable.
- e. Dual windshield wipers. The wipers shall be supplied with an intermittent feature. **AS SPECIFIED**
- f. Dual windshield washers.
- g. Dual arm rests (one on each door). **AS SPECIFIED**
- h. All necessary instruments including fuel, engine temperature, oil pressure, air pressure, speedometer, and tachometer. Warning lights shall not be substituted for readable indicating instruments. All gauges shall be mounted in the dashboard.

**AS SPECIFIED**

All gauges and controls shall be marked/identified for function and use in English. The markings shall be explicit, legible, and permanent. International symbols may be used to supplement (not in lieu of or predominate over) the above. Any precautionary signs shall be similarly marked. All gauges shall be dash mounted, shall be consistent in size, color scheme, pointer design, and label style and size. All gauges shall be adequately illuminated for nighttime operation, with an infinitely variable brightness control from full bright to off. Gauges mounted below the dash are not acceptable. All gauge placement shall provide good visibility to the operator. **AS SPECIFIED**

- i. Fresh air ventilators or a combination fresh air and recirculating ventilation system. **AS SPECIFIED**
  - j. Steps and grab handles to safely enter the cab from both sides. **AS SPECIFIED**
  - k. Glove compartment or driver's side door pocket. **AS SPECIFIED**
  - l. Dome light. Light shall be activated by opening the driver door, the passenger door, and by a switch in the cab. **AS SPECIFIED**
  - m. Floor mats, headliner and cab insulation. **AS SPECIFIED**
  - n. Driver's air suspension-type seat (Ref. National 2000 Series, Bostrom Air, or comparable), with high back to support head and shoulders and lumbar support. Seat back shall be tallest available; 34 inches to 36 inches desired. Seat cover shall be cloth, or vinyl with a cloth insert. The passenger's seat shall have a high back to support the head and shoulders and match the driver's seat in appearance and color. Three point type seat belts, with boot type retractors, shall be supplied and installed for the driver's and passenger's seat. **AS SPECIFIED**
  - o. A tilting type steering wheel. **AS SPECIFIED**
  - p. Standard AM/FM/CD radio complete with speakers and antenna. **AS SPECIFIED**
  - q. Air Horn. **AS SPECIFIED**
  - r. A factory installed air conditioner, integral with the heater, shall be furnished. **AS SPECIFIED**
17. **FUEL CAPACITY:** The total fuel capacity shall not be less than 70-gallons. The fuel system shall consist of one (1) or two (2) metal safety-type tank(s) mounted on the chassis, under the cab, and shall not extend more than 4 inches behind the cab. The fuel tanks shall have not less than 14 inches clearance from the



bottom of the tanks to level ground. The fuel system shall equalize fuel levels between the tanks. There shall be a shut-off valve for any hose connected to the bottom or lower side of the tank(s). **AS SPECIFIED**

18. MISCELLANEOUS: The following equipment shall be furnished and installed:

a. Standard front bumper. **AS SPECIFIED**

b. Tow hook(s) or pin(s) mounted on the front for towing the vehicle empty. **AS SPECIFIED**

19. ELECTRICAL EQUIPMENT: Minimum electrical equipment shall comply with all Federal Motor Vehicle Safety Standards and State of California Department of Motor Vehicle regulations. The tail, stop, and directional signal lamps shall be in combination, and the wires to these lamps shall be in a loom or conduit. A minimum 130-amp alternator with a matching regulator shall be furnished. The battery system shall be made up of not less than two (2) Group 31 12-volt accessible maintenance free batteries (Ref. Delco's Freedom or comparable). The system rating shall be not less than 1,250 CCA (cold cranking amps) at 0° F. Side terminal batteries are not acceptable. **AS SPECIFIED**

Resettable circuit breakers shall be supplied in lieu of fuses where available. **AS SPECIFIED**

20. PAINT: The cab, hood, and fenders shall be finish painted with lead-free Winter White color. The finish coat shall be free from runs, drips, sags, etc., and shall be evenly applied to provide a gloss finish. The finish or top coat shall be compatible for re-coat or touch-up with lead-free DuPont Imron 5000, Winter White (#N6431HN H), polyurethane enamel; PPG Delta DUHS (#90604); or, Sherwin Williams Genesis (#G8-40687), equivalent color. Other components may be finished according to the factory standard finish. **AS SPECIFIED**

21. LUBRICATION: The equipment shall be certified by the manufacturer for use with re-refined lubrication products. The re-refined lubrication products used by the State will meet or exceed all SAE, API, and NLGI specifications as required by the manufacturer. **AS SPECIFIED**

Lubrication products used in each unit shall be compatible for top-off and refill with one of the following State contracted lubrication products:

- a. SAE 15W-40 motor oil.
- b. Dexron-III or Mercon automatic transmission fluid.
- c. Tractor hydraulic fluid.
- d. SAE 50 motor oil.
- e. SAE 85W-140 gear lube.
- f. NLGI #2 multipurpose grease.
- g. DOT 3 brake fluid.

h. Universal Extended Life Coolant (ELC), 50/50 prediluted.

NOTE: The coolant change interval shall be a minimum of 5 years or 150,000 miles. Only extended life coolant shall be used. Standard coolant with a coolant filter is not acceptable.

**AS SPECIFIED**

For information regarding State contracted lubrication products, contact:

California Department of Transportation  
Division of Equipment  
PO Box 160048  
Sacramento, CA 95816-0048  
ATTN: Lubrication Coordinator

### **TECHNICAL SPECIFICATIONS FOR TRASH COMPACTOR BODY**

It is the intent of these specifications to describe the minimum requirements for a 16 yard, rear loading, hydraulic, mechanical packing-type, enclosed steel, refuse body. The body shall be mounted by the supplier on the conventional cab, 33,000 GVWR truck cab and chassis as specified above.

1. CAPACITY: The body shall have a rated refuse capacity of 16 cubic yards.  
**AS SPECIFIED**
2. BODY REQUIREMENTS: The body shall conform to the following dimensional requirements:  
**AS SPECIFIED**  
  
Overall Width: 96 inches, maximum.  
**AS SPECIFIED**  
Overall Length: 215 inches, maximum.  
**AS SPECIFIED**  
Overall Height: 96 inches, maximum, above the truck chassis frame, with the tailgate closed.  
**AS SPECIFIED**  
  
Body Weight: The body shall weigh between 9,000 and 10,500 pounds.  
**AS SPECIFIED**
3. REAR LOADING HOPPER: The rear loading hopper shall be stationary and shall conform to the following:  
**AS SPECIFIED**  
  
Capacity: Be one-and-a-half (1-1/2) cubic yards, minimum.  
**AS SPECIFIED**  
Opening: Be seventy-one (73) inches wide, minimum.  
Be forty-six (46) inches high, minimum.  
**AS SPECIFIED**

- Loading Height: Be even with the top of the truck frame or lower.
4. PACKING AND LOADING: The packing mechanism shall be capable of moving materials from the hopper into the body and providing compaction within the body. **AS SPECIFIED**

For point-of-operation protection the packer blade shall stop between six (6) and sixteen (16) inches before the pinch point. A movable guard or safety door will not be acceptable. **AS SPECIFIED**

The time required for the loading cycle shall not exceed 30 seconds. This shall be demonstrated at the time of inspection. **AS SPECIFIED**

5. LOAD DUMPING: The load shall be dumped by an ejection panel powered by a double-acting hydraulic cylinder with the hopper and tailgate lifted out of the way. Controls for the ejector panel shall require sustained manual pressure and be conspicuously labeled as to their function. Controls for tailgate and ejection panel shall be located away from the discharge area. A hoisting body will not be acceptable. **AS SPECIFIED**

The rear tailgate lift system shall be designed such that, in the event of a power interruption or hydraulic failure, sudden closure will be prevented. **AS SPECIFIED**

Weight on front axle shall not be less than 1,500 pounds at any time during the dumping process. Additional counterweight may not be added to the front bumper for ballast when dumping. **AS SPECIFIED**

6. BODY: The body shall be constructed from sheet steel of at least 11 gauge thickness, with sufficient strength to withstand forces generated by maximum compaction without deforming the body. The body shall be constructed with a smooth interior and be as near liquid tight as possible. **AS SPECIFIED**

An access door shall be installed next to and in view of the ejector panel operator station. An interlock shall be installed to stop or prevent the packing cycle from being energized should any access door on the body be opened. The access door shall be capable of being unlatched and opened from inside or outside the body. **AS SPECIFIED**

7. HYDRAULIC SYSTEM: All refuse body functions such as rear loading compaction, load ejection, and rear gate opening shall be hydraulically powered. The hydraulic system and hardware shall be designed to operate at the maximum required pressure for the maximum design load for all refuse body functions. **AS SPECIFIED**

The hydraulic fluid passages, including pressure and return lines, shall consist of only stainless steel or steel hydraulic tubing and fittings and flexible hose. No

malleable iron, brass, galvanized iron, or plastic pipe or fittings shall be used on the truck body installation. All hose ends shall be crimp type hydraulic fittings. Large diameter, low pressure hoses are to be used for the return line to the reservoir. Hydraulic hoses shall be routed to clear exhaust and sharp edges. No welding of fittings will be allowed. **AS SPECIFIED**

Hoses exposed in the hopper area shall have guards provided for protection against material moving from the hopper to the body. **AS SPECIFIED**

A hydraulic reservoir with a minimum capacity of 25 gallons shall be provided. The hydraulic reservoir shall have a sight level. A spin-on type filter element and a spin-on filter head with a bypass valve to prevent the restriction of flow in the event that the filter becomes blocked shall be placed in the return line to the reservoir. The filter head shall have installed a filter condition indicator to indicate when to replace the filter element. The filter shall be readily accessible for replacement and be replaceable without having to drain the hydraulic reservoir. **AS SPECIFIED**

An engine speed controller shall be supplied and installed to automatically control engine speed in accordance with hydraulic equipment requirements when the controls are actuated. **AS SPECIFIED**

8. **POWER:** Hydraulic power shall be supplied by a transmission mounted PTO driven hydraulic pump. The hydraulic pump shall be directly mounted to the PTO. **AS SPECIFIED**

The power take-off supplied shall be the heavy-duty "Hot Shift" type with an electric over hydraulic shift and pressure lubricated idler shaft. The safety decals supplied with the PTO shall be installed as recommended by the PTO manufacturer. **AS SPECIFIED**

9. **AMBER ROTATING MINI LIGHTBAR:** A 12-volt amber rotating lightbar using a fixed halogen bulb with a rotating reflector (Ref. Federal Signal Model #450112-02 Amber mini lightbar 12VDC or ECCO Model #5315 or Public Safety Equipment Model #420AH) shall be installed on a bracket mounted to the body over the top of the cab and wired to the switch described in Section 11, "Switch Panel." **AS SPECIFIED**

10. **AMBER FLASHING LIGHTS:** Two (2) rearward-facing alternating flashing amber LED lights (Ref Signal-Stat Part Number 630H or Federal Signal/Target Tech Part Number 325046 for the housing and Federal Signal/Target Tech Part Number 607130-02 for the LED light w/flasher) shall be supplied and installed one (1) on each top, rear corner of the body. The flashing lights shall be wired to the switch described in section 11, "Switch Panel." **AS SPECIFIED**

11. SWITCH PANEL: A switch panel (Ref. Wired Right Systems, Inc., Power Up Products, or Transportation Safety Devices, Inc., or comparable) shall be supplied and installed containing the following switches, legends, and indicator lights. The cab and chassis OEM switch panel may be used with prior approval from the State's Specification Engineer, provided all of the below functions are incorporated: **AS SPECIFIED**

- a. PTO legend and switch. A flashing, indicator light shall be supplied near the PTO switch to indicate when the PTO is engaged. The legend may flash in lieu of a separate light. **AS SPECIFIED**
- b. Amber rotating mini light legend and switch. **AS SPECIFIED**
- c. Amber flashing light legend and switch. **AS SPECIFIED**
- d. Tailgate-up red indicator light (see section 15b). **AS SPECIFIED**
- e. Left-side-or-right-side packer control interlock legend and switch. **AS SPECIFIED**
- f. One (1) blank legend and switch slot with a 14 ga hot lead available. **AS SPECIFIED**

The amber rotating light, the flashing lights, and the warning lights shall operate with the truck ignition in the accessory and or on position.

**AS SPECIFIED**

The switch panel shall be manufactured to fit integrally with the dashboard of the vehicle unless otherwise approved by the State. The switches shall be magnetic type circuit breaker switches. The circuit breakers shall not re-set unless the overload has been corrected. The wiring shall not include fuses or thermal circuit breakers for individual circuits and it shall be isolated from the truck wiring system. **AS SPECIFIED**

The switch panel hot lead shall be protected by a master circuit breaker. The master circuit breaker shall be waterproof, have a push button disconnect for servicing, and be installed as close to the battery as possible. The switch panel shall be hot only with the truck ignition switch in the accessory and or on position.

**AS SPECIFIED**

The legends shall have two levels of back-lighting intensity or have indicator lights that illuminate when the switch is activated. The low level shall be activated when the ignition switch is turned to accessory or on. The high level shall be activated only when the individual switch is activated.

**AS SPECIFIED**

12. CONTROLS: Controls for the packer blade functions shall be convenient to the operator and located at the rear on both the driver's side and passenger's side of the body. The packer blade controls shall allow a comfortable, two-handed operation to activate, reactivate, stop and reverse the loading cycle while being

able to view the hopper. Sustained manual pressure controls are allowed but not required. These controls shall comply with the Division of Industrial Safety Regulations. Controls for ejector functions shall be near the front street side of the body. **AS SPECIFIED**

An interlock switch shall be installed in the cab switch panel described in section 11, "Switch Panel," that will allow either the left side or the right side controls to be activated. This switch, when set for the controls on one side, shall make the opposite side controls inoperative. **AS SPECIFIED**

A neutral-position interlock shall be installed to prevent the packing cycle from being energized or the automatic engine speed from accelerating should the transmission be left in any range except neutral. **AS SPECIFIED**

13. **MOUNTING:** The body shall be mounted to the chassis at a minimum of three points on each side including any flex type mounts if the body is designed to flex with the frame. Each mount shall be bolted to the truck frame with minimum Grade 5 bolts. **AS SPECIFIED**

Do not weld to the truck frame or drill the frame flanges. Where possible use existing truck frame bolt holes on the frame and flanges for supporting mounts, or shear plate mount to the frame at the web center. U-bolts are not acceptable mounting hardware. All spacer materials used between truck frame and body shall be metal. **AS SPECIFIED**

14. **SIGNS:** In addition to any signs that the manufacturer or installer deems necessary, the following signs shall be supplied and installed as follows:
- a. Signs shall be located next to all body entrance locations on the outside, such as, "**CAUTION - STOP ENGINE AND REMOVE IGNITION KEY BEFORE ENTERING.**" **AS SPECIFIED**
  - b. A caution sign shall be located next to all body entrance locations near unhinged sides of the access doors (not on doors), such as, "**CAUTION - KEEP ACCESS DOOR CLOSED WHEN EJECTOR PANEL IS IN MOTION.**" **AS SPECIFIED**
  - c. A caution sign shall be located on the sides of the body at the rear, such as, "**DANGER - STAND CLEAR WHEN TAILGATE IS IN MOTION AND DURING UNLOADING CYCLE. DO NOT STAND UNDER OR CROSS UNDER RAISED TAILGATE.**" **AS SPECIFIED**
  - d. A sign shall be located on the rear of the packer panel, such as, "**DANGER - STAND CLEAR WHEN PACKER PANEL IS IN MOTION.**"

**AS SPECIFIED**

- e. On units equipped with riding steps, caution signs shall be affixed to the sides of the vehicle above the riding steps and at the driver's station, such as, "**CAUTION - DO NOT USE RIDING STEPS WHEN THE VEHICLE IS EXCEEDING 10 MPH OR OPERATING IN REVERSE OR WHEN DISTANCE TRAVELED EXCEEDS 2/10 MILE.**" **AS SPECIFIED**

15. MISCELLANEOUS:

- a. Automatic back up alarm: An automatic back-up alarm which sounds on backing more than 36 inches whether or not the vehicle is in neutral or a forward gear or whether or not the ignition is on or off as described in Division 12, Chapter 5, Article 1, Section 27000, Part b of the California Vehicle Code shall be supplied and installed. **AS SPECIFIED**
- b. Tailgate up warning light: A warning light shall be provided in the cab to indicate when the tailgate is elevated. The light shall be visible to the driver and placed in the switch panel described in Section 11. **AS SPECIFIED**
- c. The units shall comply with all applicable requirements of ANSI Z245.1-1999 and Title 8, California Code Regulations, applicable sections of Articles 60 and 61. A permanent label shall be affixed to the unit that identifies the manufacturer, the date of manufacture, and verifies that the unit complies with the aforementioned ANSI and CCR requirements. **AS SPECIFIED**
- d. The supplier shall provide the final-stage vehicle manufacturer's certification and label. **AS SPECIFIED**
- e. Conspicuity markings shall be applied in accordance with ANSI Z245.1-1999, Section 7.2.16.5 and Figure 15. **AS SPECIFIED**

16. MATERIAL: Construction shall be of all new material free of rust and any defects. All components in the assembly shall be fabricated from a single piece of material. Material which is joined by welding or other means to form a single piece of stock is not acceptable. The finished product shall be free of dents and warpage. The use of any type of body filler is unacceptable. All bolts shall be Grade 5 or better and conform to SAE and ASTM standards. Bolt lengths shall be such that a minimum of two threads shall extend beyond the nut. Nuts shall be the locking type. Nuts and washers shall be compatible with the bolt(s) to which they are attached, as recommended by the fastener manufacturer and in accordance with SAE and ASTM standards. If requested, the supplier shall submit proof of fastener strengths.

**AS SPECIFIED**

17. METAL SHAPING: All breaks shall be free of cracks. Radii shall be at least twice the thickness of the material or in accordance with the requirements established by ASTM for the particular material being formed, whichever is greater. All holes shall be round, of the proper dimension, perpendicular to the material they are produced in, and finished smooth. Oblong holes or holes drilled, bored, etc. at angles are not acceptable. Holes and slots shall be drilled, punched, saw cut, plasma cut, or milled; torch cut is unacceptable. Sharp corners on all material shall be radiused to prevent personnel injury.

**AS SPECIFIED**

18. ELECTRICAL EQUIPMENT: Minimum electrical equipment shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and California Vehicle Code regulations. Notwithstanding any Federal or State minimum requirements, each unit shall be equipped with two (2) taillights, two (2) stop lights, and turn (left and right) signals. All lights shall be light emitting diode (LED) recessed type, mounted in rubber grommets. The tail, stop, and turn signal lamps may be in combination (Ref. Truck-Lite #44982R (round); #60885 (oval); with 'hard coated' lens). Backup lights shall be installed (Ref. Truck-Lite 44141C, with 'hard coated' lens). Grommets shall match the light used. Side marker, clearance, and ICC lamps shall be 2½-inch LED units (Ref. Truck-Lite #10250R, #10250Y and #10700 grommets). Retro-reflective tape reflectors (Ref. Petersen Mfg. #B490R and #B490A), shall be used where needed to meet FMVSS requirements for Class A reflectors. Mounting holes for lights shall be the proper dimension as recommended by the manufacturer of the light. The holes shall be punched, plasma, or saw cut and finished smooth; torch cut holes are unacceptable.

**AS SPECIFIED**

All wiring installed by the supplier shall be the stranded copper type and shall have cross-linked polyethylene insulation and be protected in vinyl plastic auto loom and in areas specified, by rigid/flexible conduit. Minimum gauge of wire to the lights shall be in accordance with SAE standards for distance from power source and load demand. Wiring color code for lights shall comply with SAE standard J560(b). The ends of all cut stranded conductors shall be mechanically stripped and fitted with weather proof connectors.

**AS SPECIFIED**

NOTE: No splicing or cutting is acceptable within the wiring looms or at the lights. The terminals shall be mechanically crimped securely with appropriate tool(s). All splices shall be sealed against moisture. Scotch Lock wire-type piercing devices shall not be used.

**AS SPECIFIED**

Appropriate tools shall be the following, or comparable, for use and purpose as applicable:

Wire Stripper: Ideal Industries, Inc., Catalog Number 45-092.

**AS SPECIFIED**

Cable Stripper: Ideal Industries, Inc., Catalog Number 45-128.

**AS SPECIFIED**



Multi-Crimp Tool: Ideal Industries, Inc., Catalog Number 30-429.

**AS SPECIFIED**

Cutting Pliers: Klein Tools, Inc., Number 7YLL (1104).

**AS SPECIFIED**

Ground return connections shall be attached to the vehicle frame, body and/or engine. In cases where the engine or body is mounted on rubber or other insulation, proper ground shall be provided with grounding straps.

**AS SPECIFIED**

The edge of all metal members which wire harness or loom pass through shall be deburred, flanged, rolled or bushed with suitable grommets. In general, wire routing shall be such that maximum protection is provided by the vehicle sheet metal and structural components. All electrical work and installation of equipment/devices shall be completed in a workmanlike manner, mechanically and electrically secure. Devices, lamps, etc., requiring periodic service shall be serviceable and accessible by providing wire length to reasonably accomplish this.

**AS SPECIFIED**

19. WELDING: All welding shall comply with the requirements as represented in American Welding Society (AWS), D14.3-82, and American National Standard entitled "Specification for Welding Earthmoving and Construction Equipment."

**AS SPECIFIED**

All welds shall be continuous except as noted. Intermittent or spot welds shall be spaced and proportioned to provide ample strength for the material being welded. Weld sizes not indicated shall be equal to the thickness of the least of the joined plates.

**AS SPECIFIED**

All welds shall be properly fused, displaying proper penetration and a professional finish, and must meet the qualification requirements of applicable AWS specifications. Examples of unacceptable weldments are:

- |             |                       |
|-------------|-----------------------|
| a. Cracks   | d. Excessive Splatter |
| b. Undercut | e. Blow Holes         |
| c. Overlap  | f. Slag Entrapment    |

**AS SPECIFIED**

Any weld failing to comply with the AWS specification or failing to pass a quality assurance inspection performed by the State, will be corrected by the manufacturer, at their expense, and be corrected off State property. The State shall determine if a weld is acceptable or deficient.

**AS SPECIFIED**

Any deficient weld shall be corrected by a welder who is certified in accordance with the requirements as established by the American Welding Society (AWS). The welder shall have the proper certification documents indicating that he/she is qualified to perform the type, size, and position of the weld performed, with the

welding process utilized, and on the material being welded. The supplier will be required to supply proof of current welding certifications for personnel performing any re-welding on the unit, upon request of the State whether written or verbal.

**AS SPECIFIED**

**GRINDING OF WELDS** must have prior approval of the Department of Transportation, Division of Equipment, Engineering Specifications. Welds which have been ground without approval shall be subject to complete re-welding upon request, at no additional cost to the State. **AS SPECIFIED**

All assembly dimensions and tolerances on drawings apply after welding. Excessive warpage of assembled parts is not acceptable. Weld symbols on drawings shall be interpreted per American National Standard Welding Symbols. In the event of the lack of a weld symbol, the best commercial practice shall prevail. The covering of welds with body fillers or similar materials is unacceptable. **AS SPECIFIED**

20. **PAINT:** All metal surfaces shall be finish painted (including the outside, inside, underside, compartment interiors, etc., as applicable). The finish coat shall be free from runs, drips, sags, etc., and shall be evenly applied to provide a gloss finish. The finish coat shall be lead-free DuPont Imron 5000, Winter White (#N6431 HN H), polyurethane enamel; PPG Delta DUHS (#90604); or, Sherwin Williams Genesis (#G8-40687), NO EXCEPTIONS. **AS SPECIFIED**

All metal surfaces shall be primer painted in accordance with the paint manufacturer's recommendations, not less than 2 mils dry thickness. The finish coat shall be Winter White color referenced above, not less than 2 mils dry thickness (total of 4 mils). The finish or top coat shall be compatible for re-coat or touch-up with the above-referenced paint(s). All paint and primer shall be lead free.

**AS SPECIFIED**

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
DIVISION OF EQUIPMENT

ITEM NO	UNIT	CAB	TRANS	ENG	CAP	C.A.	F.A.	R.A.
03384	C&C	C	A-6	D250	33.0	108	12.0	21.0

SPECIFICATION NUMBER: 03384-027-091

SPECIFICATION FOR: A COMPLETE VENDOR SUPPLIED, TRUCK CAB AND CHASSIS WITH A 16 YARD REFUSE COMPACTOR BODY

PURCHASE ESTIMATE NUMBER: 32-12-5439

**ADMINISTRATIVE REQUIREMENTS**

1. **WARRANTY:** The truck cab and chassis, including but not limited to the engine, drive train, suspension, electrical system, all modifications made to the unit prior to delivery, etc., and any optional accessory, shall be free from defects in workmanship and materials and be covered (parts and labor) under warranty for one (1) year or 12,000 miles, whichever occurs first, following the date the Department of Transportation (Caltrans) puts the unit into service. Caltrans will notify the supplier by mail of the in-service date and keep a record of the in-service date.

**AS SPECIFIED**

A copy of the manufacturer's standard warranty for the unit, any accessory, optional equipment, and components shall be supplied with each unit at delivery, or upon request. The manufacturer will be held responsible for warranty (commencing from the date Caltrans puts the unit into service) for the following circumstances:

**AS SPECIFIED**

1. The manufacturer's standard warranty exceeds one (1) year or 12,000 miles, whichever comes first. Under this circumstance, the supplier is responsible until one (1) year or 12,000 miles, whichever ever comes first, is reached. The manufacturer will be held responsible for the balance of the manufacturer's standard warranty.

**AS SPECIFIED**

2. The supplier is no longer an authorized dealer of the equipment supplied. Under this circumstance, the manufacturer will be held responsible for the

balance of the manufacturer's standard warranty. The manufacturer shall establish a fully operational warranty service provider with capabilities equal to or exceeding the supplier's (or his designated warranty provider) within 45 days of the supplier's authorized determination.

If the supplier is not the manufacturer or manufacturer's authorized representative, then a statement agreeing to the warranty conditions stated herein shall be signed by the manufacturer and submitted upon request prior to Purchase Order award.

An In-Shop Warranty agreement (see attached), signed by the supplier or manufacturer, shall be supplied prior to Purchase Order award.

Caltrans, at its option, may perform warranty work under the terms of the In-Shop Warranty agreement. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48-hours of notification, written or verbal. The unit will be at a Caltrans facility. The unit shall be repaired and returned within 10 working days to the Caltrans facility where the unit was originally picked up. Upon prior approval with Caltrans and in compliance with all Caltrans Policies and Procedures, warranty work may be performed at a Caltrans facility.

Any supplier or manufacturer non-compliant with the warranty provisions set forth herein may be subject by the Procurement Division, Department of General Services, State of California to be removed from any future bidding.

For questions regarding the warranty or In-Shop Warranty agreement contact:

California Department of Transportation  
Division of Equipment  
P.O. Box 160048  
Sacramento, CA 95816  
Attn.: Warranty Coordinator

2. WORKMANSHIP: The equipment and any accessories shall be a product of good workmanship and shall be free from any defects that will affect their appearance or serviceability.
3. SAFETY: The entire unit and accessories shall comply to the applicable provisions of the California Vehicle Code, the Safety Orders of the Division of Industrial Relations, and all Federal regulations in effect at the time of manufacture.
4. FINAL MANUFACTURER'S I.D. PLATE REQUIRED: A Final Manufacturer's Identification label shall be attached to the complete unit. The label shall be in

compliance with the National Traffic and Motor Vehicle Safety Act, section 114 and Federal Code of Regulations 49. **AS SPECIFIED**

5. **VEHICLE REGISTRATION DOCUMENTS REQUIRED:** The original dealer's "Report of Sale" shall be furnished by all California licensed dealers at the time of delivery of each unit or units covered by these specifications. **AS SPECIFIED**

A California certification of compliance for vehicle pollution must be supplied at the time of delivery of each unit. An original weight certificate from a California certified Weigh Master for registration purposes must be supplied at the time of delivery of each unit. A Federal Excise Tax Exempt Certificate will be attached to the purchase order.

All documentation supplied for registration shall contain the following:

State of California  
Department of Transportation/Equipment  
34th Street and Stockton Boulevard  
P. O. Box 160048  
Sacramento, CA 95816

All required documentation shall be sent to the above address by the time of delivery.

**NOTE:** The State shall register/license all vehicles with the Department of Motor Vehicles.

6. **GROSS COMBINED WEIGHT RATING (GCWR) CERTIFICATION:** Certification from the vehicle manufacturer of the Gross Combined Weight Rating (GCWR) of each unit on the Purchase Order shall be supplied at time of delivery. **AS SPECIFIED**  
Documentation for each vehicle shall include Manufacturer Model Number or name; VIN Number; and GCWR. **AS SPECIFIED**

Documentation from the vehicle supplier or dealer is not acceptable. **AS SPECIFIED**

7. **BOOKS AND MANUALS:** One (1) set of standard operator's manual and complete lubrication instructions shall be supplied with each unit. **AS SPECIFIED**
8. **IN-PROCESS REVIEW:** The unit(s) may require an in-process review to verify timely progress of construction of the unit(s) and to ascertain compliance with the intent of the specifications and drawings. If there are any questions regarding the intent of the specifications or drawings, call the "Agency Contact" as indicated on the Purchase Order title page. Any in-process review will be at State expense conducted within the State of California only, and will not constitute acceptance of the unit(s). **AS SPECIFIED**

9. INSPECTION: This order will require a four (4) phase inspection process. For all inspections the unit(s) will be serviced, washed and ready for, as applicable, inspection or delivery. Inspections will begin within ten (10) working days from the date of the inspection request by the supplier. It is the supplier's responsibility to contact the Equipment Parts Coordinator for inspections.

**AS SPECIFIED**

FIRST PHASE INSPECTION (CAB-CHASSIS): Upon receipt of the cab & chassis by the body manufacturer, and prior to any work, it is the successful vendor's responsibility to contact the Equip Parts Coordinator for inspection. Inspection of the cab & chassis (Only in California) will begin within ten (10) working days from the date of the inspection request.

**AS SPECIFIED**

SECOND PHASE (PRE-PRODUCTION MODEL): The first production unit or pre-production model of the series of units on this order shall be completed in accordance with the specifications and drawings, including all requested items and sub-components. Arrangements for inspection of the pre-production model shall be made only when all work is complete. This inspection trip shall be State financed at no cost to the supplier.

**AS SPECIFIED**

The supplier shall provide a qualified, factory authorized, service representative to be in attendance at the pre-production inspection, as well as the pre-delivery inspection (second phase), to answer all questions regarding construction and system design and function, to demonstrate all operations and functions, and to make any necessary adjustments to the units. The cost for this service shall be included in the bid.

**AS SPECIFIED**

On units where relative or interacting motions exist, these shall be demonstrated within the full range of movement (e.g., plow moldboard and push frame; brake components, dump body, tailgate, and sub frame).

**AS SPECIFIED**

Component parts or details shall not be pre-cut or pre-formed for the final assembly of the remaining units until the design has been proven acceptable on the first production unit or pre-production model.

**AS SPECIFIED**

A written report will be submitted to the supplier within five (5) working days of the inspection indicating that the first unit is either acceptable or not acceptable. Unacceptable or non-compliant items will be listed on the report.

**AS SPECIFIED**

Additionally, where applicable, the supplier shall complete and sign the supplier pre-delivery inspection (PDI) form and the supplier shall note the appropriate Purchase Order Number and Line Item on each form.

**AS SPECIFIED**

If additional interim inspections are required, such inspection trips shall be at the expense of the supplier at \$75.00 per hour (including travel time) and all expenses (meals, lodging, and cost of transportation). Travel expenses will be

documented on State of California, Department of Transportation, Travel Expense Claim Form, FA302. These fees may be deducted from the invoice. After inspection and acceptance by the State, the first production unit or pre-production model shall be the criteria or basis for acceptance of the balance of the delivery. This will not constitute final acceptance of each unit remaining on the Purchase Order. **AS SPECIFIED**

**THIRD PHASE (PRE-DELIVERY INSPECTION):** In accordance with the State Administrative Manual, Section 4112 and the Caltrans inspection program, each unit will be inspected prior to shipment to the destination on the purchase order. This inspection trip(s) shall be State financed at no cost to the supplier.

**AS SPECIFIED**

Arrangements for pre-delivery inspections shall be made only when multiple units are complete. Each unit shall be identified with the applicable Purchase Order and Line Item. If corrections are needed as a result of the inspection, the corrections shall be made prior to shipment to the purchase order destination. Authorization to deliver unit(s) must be granted by the Department of Transportation, Division of Equipment, Quality Assurance Section.

**AS SPECIFIED**

If additional interim inspections are required, such inspection trips shall be at the expense of the supplier at \$75.00 per hour (including travel time) and all expenses (meals, lodging, and cost of transportation).

**AS SPECIFIED**

**PRE-PRODUCTION AND PRE-DELIVERY INSPECTION LOCATION:** The inspections shall be conducted by the Department of Transportation, Division of Equipment, Quality Assurance. These inspections shall take place at an adequate site provided by the vendor within the State of California. The inspection site shall meet all of the following criteria:

a. The site shall not be the Purchase Order delivery destination. The site shall be paved, secure and zoned for commercial use.

b. The site shall include electricity, lights, water, compressed air and a secure paved lot. The facilities shall also include equipment adequate to raise the units and support them on safety stands with a minimum of 12 inches of tire clearance. The supplier shall provide conditions which meet the safety standards of CAL-OSHA and Title 8 of the California Code of Regulations.

**AS SPECIFIED**

c. The adequacy of the site shall be determined by the Department of Transportation, Division of Equipment, Quality Assurance Section. Contact the Quality Assurance Chief for approval.

**AS SPECIFIED**

d. If the facility is deemed unacceptable by the Department of Transportation, Division of Equipment, Quality Assurance Section, the

**AS SPECIFIED**

vendor shall be billed for the inspection trip including wages and expenses. This cost shall be deducted from the purchase order payment.

**FOURTH PHASE (FINAL INSPECTION):** Each unit will have a final inspection at its delivery destination shown on the Purchase Order to verify acceptability. The State will have five (5) working days after delivery of a unit to conduct the final inspection of said unit. Units delivered to the final Purchase Order destination will be accepted only when all Purchase Order requirements have been met, any shipping damages have been corrected, and all required documents are received by the Department of Transportation, Division of Equipment, Equipment Receiving. These documents include, as applicable, the invoice, vehicle registration documents, parts book, operator manuals, service manuals, lubrication instructions and charts, warranty information, certifications, questionnaires, etc. Units which are not accepted by the delivery date on the Purchase Order will be considered delivered late.

**AS SPECIFIED**

If the supplier receives notice that the unit(s) is not acceptable, whether written or oral, the unit(s) shipped to the Purchase Order destination shall be removed within seven (7) calendar days. If the supplier fails to remove said unit(s) from the State's facilities within the specified period, the State may forward said unit(s) to the supplier by common carrier at the supplier's expense and risk.

10. **OUT OF STATE INSPECTION:** If the supplier is not within the State of California, the bidder may request inspection of the manufacturing facility. The vendor shall pay all expenses as listed below for the inspection trip(s) for two (2) persons as outlined in the inspection section of the specifications. The Inspection trip would have been State financed but not paid to the Supplier, if the manufacturer's facility was within the State of California. The inspection trip shall not require weekend travel or work. Covered expenses shall include the following:

**AS SPECIFIED**

- i. All travel expenses including air fare, ground transportation mileage, tolls, parking, etc. to and from the airport at the point of departure - Sacramento, California. Also, car rental for transportation from the nearest airport to the supplier's place of manufacture where the inspection will take place, and for each full workday at the supplier's designated facility where the inspections will be conducted.
- ii. All lodging, meals and incidentals for two workdays at the supplier's designated facility where the inspection(s) will be conducted. Also, those meals and necessary lodging as required during travel from Sacramento, California, to the supplier's place of manufacture.
- iii. These costs shall be paid by the State at the time the cost is incurred in accordance with the Caltrans travel policy.

**AS SPECIFIED**



The State's internal Out of State approval process takes approximately 4-6 weeks for approval. The successful Bidder should plan on submitting an official Out of State request to the Equipment Receiver Manager, in a timely manner, as to assure the synchronization of the State approval with the corresponding inspection date. This process needs to be performed for as many inspections needed, as outlined in the inspection section of the specification. Inspections will begin within ten (10) working days from the date of the out of state inspection approval.

**AS SPECIFIED**

NOTE: A time extension shall not be granted if the successful bidder does not initiate the Out of State travel request within a timely manner, as to allow the State ample time for the approval process. **AS SPECIFIED**

11. TRAINING: The supplier, at his expense, shall provide a qualified factory authorized service representative (not a sales rep) to provide training at each delivery location for operators, mechanics, and parts personnel. This training (not a sales presentation) shall consist of hands-on operation, safety, service and adjustments for the operators; mechanical repair and adjustment specifications for the shop and field mechanics; parts manual orientation, nomenclature and ordering procedures for parts personnel. It shall also cover lubrication and servicing using Division of Equipment lubrication products. This lubrication product information will be provided to the supplier by the Division of Equipment Lubrication and Research Branch. **AS SPECIFIED**

This training shall be for one (1) 8-hour day (or longer as the supplier or State deems necessary), and the date(s) of the training will be arranged by the Division of Equipment Training Coordinator. The full cost of this service shall be included in the bid. All training shall be accomplished within 45 days of acceptance and receipt of the unit at the shop indicated on the Invitation For Bid unless otherwise mutually agreed to between the supplier and the Division of Equipment Training Coordinator. **AS SPECIFIED**

A training plan outline, containing at least all the subjects listed above, shall be submitted for approval within 30 days after receipt of the order (ARO) to the Division of Equipment Training Coordinator. **AS SPECIFIED**

12. DELIVERY: Inspection, delivery, and final acceptance of all units on the Purchase Order shall be within 270 calendar days after the Purchase Order date. Contact the State of California, Department of Transportation, Division of Equipment, Equipment Parts Coordinator for details. **AS SPECIFIED**

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for factory defects, workmanship, or materials appearing even after final payment has been made. **AS SPECIFIED**

**AS SPECIFIED**

13. LATE DELIVERY CHARGES: The parties to the State shall incur actual damages should the supplier fail to perform the work as called out in the contract and specification parties, therefore, have agreed to late delivery charges in the amount of \$50.00 per unit per work day.

Workdays are Monday through Friday inclusive. Monday through Friday inclusive.

The parties also agree that the amount specified in nature because both parties have fully and believe it to be a reasonable amount, and purchase order is entered into.

It is, therefore agreed, that the supplier will pay \$50.00 per unit per work day (as stated above) remains uncompleted or unaccepted. The State charges assessed against supplier shall not exceed (25%) of the total value of the entire order, and damages as herein provided. In the event the supplier agrees that the State may deduct the amount due or that may become due said

14. PAYMENT: Process for payment shall be initiated upon receipt of each unit on the Purchase Order received and deemed acceptable.

15. QUESTIONNAIRE: The attached questionnaire shall become a part of each bid submitted. Any portion not applicable to the equipment shall be marked as not applicable.

16. GENERAL: Each unit and all accessories shall be completely assembled and ready for operation.

One (1) complete set of additional accessories (including, but not limited to, spare parts, fuel, hydraulic, etc.) shall be supplied with the first unit delivered. This set of accessories shall be as recommended by the manufacturer. All accessories shall be identified by part numbers for identification.

Each unit and any accessory shall be completely assembled and ready to operate.

The component parts of the unit shall be of proper size and design to safely withstand the maximum stresses imposed thereon.

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Each unit and any accessory shall be completely assembled and ready to operate.

The component parts of the unit shall be of proper size and design to safely withstand the maximum stresses imposed thereon.

AS SPECIFIED

The manufacturer's torque rating of each drive shaft part shall be equal to or exceed the torque rating of its driving member.

**AS SPECIFIED**

All equipment and accessories cataloged as standard, unless superseded by these specifications, are to be furnished and included in purchase price of this unit.

**AS SPECIFIED**

Bids will be considered only on equipment represented by a supplier capable of providing adequate repair parts, warranty, technical assistance, and training in the United States as of the bid opening date. The supplier shall be capable of supplying repair parts to Caltrans within five working days after purchase order for parts is submitted to the supplier, whether by telephone, fax, or mail. Bidders may be required to provide documentation supporting this requirement prior to award of the contract.

**AS SPECIFIED**

**AS SPECIFIED**

**AS SPECIFIED**

Suppliers shall be the equipment manufacturer or shall have authorized representative thereof, or shall have authorized manufacturer or authorized factory dealer to bid. The bidder shall be capable of providing parts, service, warranty, and training for the equipment bid as specified herein. If the bidder cannot provide these items for the equipment bid, the equipment manufacturer or authorized factory dealer may provide these items for the bidder. Upon award, the signed agreement between the bidder and the equipment manufacturer or authorized factory dealer, stating who will be responsible for providing parts, service, warranty, and training for the equipment bid, shall be provided to Caltrans.

an authorized factory dealer or representative thereof, or shall have authorized manufacturer or authorized factory dealer to bid. The bidder shall be capable of providing parts, service, warranty, and training for the equipment bid as specified herein. If the bidder cannot provide these items for the equipment bid, the equipment manufacturer or authorized factory dealer may provide these items for the bidder. Upon award, the signed agreement between the bidder and the equipment manufacturer or authorized factory dealer, stating who will be responsible for providing parts, service, warranty, and training for the equipment bid, shall be provided to Caltrans.

**AS SPECIFIED**

Bids will not be considered if supplier's desired delivery destination is other than the delivery address stated in the specifications.

and for b. delivery destination is other than the delivery address stated in the specifications. **AS SPECIFIED**

Only new models in current production, which are currently available, will be considered.

cataloged by the manufacturer and printed specifications are **AS SPECIFIED**

**AS SPECIFIED**

"Caravan" or "drive-away" deliveries from point of origin will not be accepted.

in the State of California

**AS SPECIFIED**

QUESTIONNAIRE FOR DIESEL TRUCK

B & CHASSIS

Make: FREIGHTLINER

Model: M2106

1. Capacity: Manufacturer GVWR: 33,000  
Manufacturer GCWR: 50,000  
Rear Axle Curb Weight: 3763  
Front Axle Curb Weight: 6142  
Total Curb Weight: 9905

2. Wheelbase: 177"  
Usable Cab-to-Axle: 108"  
Vertical Height: 103.95  
Bumper to Back of Cab: 106"  
Back of Cab to Rear of Frame: 171" Appl

3. Engine:  
Make: CUMMINS  
Model: 15B 6.7L  
Engine Family: MID-RANGE  
Displacement: 6.7L  
Gross HP: 280  
Gross Torque: 660 ft. lbs.  
Exhaust Brake: Make: CUMMINS

4. Frame: Minimum RBM: 1,808,400  
Minimum RBM at Engine Notch: 1,808  
Section Modulus: 15.07  
Yield Strength: 120,000  
Frame Height: 40.78" UNLADEN

5. Transmission: Manufacturer: ALLISON  
Model: 3500 RDS.  
Number of Speeds: Forward 6

6. Cooling System: Radiator Capacity: 95.0  
Hose Type: GATES Blue Stripe

\_\_\_\_\_ inches  
\_\_\_\_\_ inches  
\_\_\_\_\_ inches  
\_\_\_\_\_ inches  
\_\_\_\_\_ inches

\_\_\_\_\_ cubic inches  
2400 RPM  
1600 RPM

EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO.

\_\_\_\_\_ in. lbs./rail  
\_\_\_\_\_ in. lbs./rail  
\_\_\_\_\_ in.<sup>3</sup>  
\_\_\_\_\_ PSI  
\_\_\_\_\_ in.

\_\_\_\_\_ erse: 1

\_\_\_\_\_ qts.

- 7. Exhaust:  
Number of Stacks: 1  
Vertical or Horizontal: VERT - R
  
- 8. Front Axle:  
Make: FREIGHTLINER / A ANCE  
Model: AF-12.0-3  
GAWR: 12,000 lbs.
  
- 9. Rear Axle:  
Make: MERITOR  
Model: RS-21-145  
Ratio: 6.29  
GAWR: 21,000 # lbs.
  
- 10. Air Brakes:  
Make: BENDIX  
Type: AIR  
CFM: 18.7  
ABS: Make: WABCO : 45/4M
  
- 11. Front Springs:  
Capacity: 12,000 lbs. T - LEAF lbs.
  
- 12. Rear Springs:  
Capacity: MERITOR lbs.  
Auxiliary: Number of Leaves: TW w/r 200.  
Capacity: 23,500 # lbs.
  
- 13. Steering Gear:  
Type: POWER TRW TI - 60  
Dual Steering Boxes or Hydraulic ist? FEEDING BOX NO ASSIST
  
- 14. Wheels:  
Rim Size: 22.5" 25 x 8.25  
Manufacturer Rating: 1470 lbs. 20 lbs.

15. Tires:  
Size/Load Range: Front 11R22.5 16ply ea.) 22.5 14ply  
Capacity (lbs.): 13,2 360
16. Fuel Capacity:  
Number of Fuel Tanks: 2  
Capacity: 80 gals.  
Location(s): FRAME MOUNT  
Ground Clearance: 14"
17. Electrical Equipment:  
System Voltage: 12 VOLT volts  
Starting Voltage: 1850 CCA volts  
No. of Batteries: 2  
Circuit Breakers Provided in Lieu of fuses? \_\_\_\_\_

OPTIONS  
(RETURN OPTION PAGE) (H.F. 0)

The following options or accessories shall be furnished and installed when specified on the Invitation for Bid and Purchase Order. Price of fabricated components shall be primed and painted as listed shall be per unit. All standard factory colors.

**NOTE:** Include the price for all options.

1. CONE HOLDERS: Two (2) cone holders shall be supplied and installed on the front bumper in accordance with drawing no. 129-1. The holder uprights shall be spaced approximately 22 inches on bumper. The holder uprights shall be spaced on the truck.

OPTION 1 PRICE: \$ 350.00 EA.

2. WHEEL CHOCKS AND HOLDERS: Two (2) wheel chocks and wheel chock holders shall be supplied and installed on the side of the body located within convenient reach of an operator standing on ground. Wheel chock holders shall be made in accordance with Standard 129-01.

OPTION 2 PRICE: \$ 550.00 EA.

3. BENCH SEAT: The Cab and Chassis shall be supplied with a bench seat lieu of the specified High Back Bucket Seats.

OPTION 3 PRICE: \$ <285.00> EA.





**QUESTIONNAIRE FOR 16-CY COMPACT TYPE REFUSE BODY**

Make and Model: NEW WAY RL

- Body Capacity:** 16 cubic yards
- Body Dimensions:**  
 Weight: 16,120 + 1 lbs.  
 Width x length - overall: 96" inches x 212-5" inches  
 Height - overall above frame: 50 inches
- Rear Hopper:**  
 Capacity: 3 yd cubic yards  
 Width x height - opening: 74" inches x 50 inches  
 Loading height, below truck frame: FLP inches  
 Cycle time: 25-30 Sec seconds  
 Packer blade stopping distance from point: 8" ± inches
- Load Dumping:**  
 Ejection plate method? YES 0  
 Tailgate opening cylinders protected? YES X NO 0  
 Least weight on front axle during dump: 5000 lbs.
- Controls:**  
 Packer blade control located on rear passenger's side of body? YES X  
 Ejector panel control location: Left  
 Is left-side-or-right-side control interlocked? YES X NO 0
- Paint:**  
 Manufacturer and Paint Number: NEW WAY  
 Manufacturer's Phone Number: 1100 5000
- Amber Lights:**  
 Light Bar: Make: FEDERAL SIGNAL  
 Model: 450 112  
 Flashing: Make: SIGNAL-5  
 Model: 600
- Electrical:**  
 Is the Truck-Lite wiring system used? 0  
 Does rear lighting use LED lights? Y

9. Warranty:  
California Warranty Service Provi  
Contact Person: JUAN  
RAY GASKIN  
14312 ARROW H  
BALOWIN PA.

Phone: \_\_\_\_\_  
& Name of \_\_\_\_\_  
\_\_\_\_\_

10. Inspection:  
Address of Pre-Production and Pr  
RAY GASKIN S  
14312 ARROW H  
BALOWIN PA.

Location: \_\_\_\_\_  
\_\_\_\_\_

Please list any additional information below:

ADDITIONAL WARRANTY SERVICE  
RAY GASKIN SERVICE  
3905 DEEBLE ST.  
SACRAMENTO, CA. 95820

OR MANUFACTURER  
\_\_\_\_\_

Company: LOS ANGELES TRUCK CENTER  
dba LOS ANGELES FREIGHTLIN  
2429 S PECK RD  
Address: WHITTIER, CA 90601

Representative Name: RON CREIG

Signature: Ron Creig

Title: N.T. Sales

Telephone Number: 562-447-1

CALTRANS IN-SHOP WARRANTY

Name of Supplier/Manufacturer \_\_\_\_\_  
Warranty Representative (print or type) \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number 562-447-1515  
Solicitation No. 5439  
Item (Quantity/Brand/Model) FREIGHTLINER

DATE  
CHECK  
GA-96

Date  
10/13/09

When equipment is purchased for Caltrans, a supplier/manufacture

The terms of the In-Shop Warranty Agreement for

1. Labor rate charged by Caltrans will be \$15
2. Warranty claims will be processed on a Caltrans manufacturer furnishes standard warranty,
3. Suppliers'/manufacturers' standard flat rate In-Shop Warranty repair time. If a supplier's available, Caltrans will use the time that is
4. Replacement parts will be available within 24 hours of receipt by supplier/manufacture of a Purchase Order writing.
5. Replaced parts will be held 60 days for inspection.
6. Original Equipment Manufacturers' parts will be used; if parts are not available, after-market parts will be used.
7. Copies of invoices for all parts will be provided.

Caltrans will contact the supplier/manufacture for repairs as stated in this agreement. Only under emergency conditions will In-Shop Warranty be performed without prior authorization. Upon completion of work, the supplier shall pick up the unit within 48 hours.

In-Shop Warranty Agreement shall remain in effect for the life of the equipment in California specifications and in the original manufacturer's specifications.

Signature, Caltrans Warranty Coordinator \_\_\_\_\_  
Signature, Supplier/Manufacturer Don Carr

Shop Warranty  
will In-Shop  
on the warranty  
verbal.

Warranty In the State of

D. Thompson 10/13/09  
Date  
9-18-09  
Date

### EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

#### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Los Angeles Truck Centers LLC Federal Tax ID No. [REDACTED]  
 Address: 2429 S. Peck Road  
 City: Whittier State: CA ZIP: 90601  
 Contact Person: Max Wagoner Telephone: 562-444-1539  
 Email: MWAGONER@LAFLR.com Fax: 562/444-1518

#### 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 21<sup>st</sup> day of January, 2011, at Fontana, California

Name Max Wagener Signature 

Title HR Mgr Federal Tax ID No. 

1/20/2011 2:46 PM

City of Long Beach -&gt; 4471544

Page 3 of 17

## EQUAL BENEFITS ORDINANCE DISCLOSURE

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

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

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

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

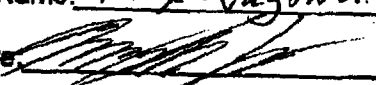
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

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

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Max Wagover Title: HR Manager  
 Signature:  Date: 1-21-11  
 Business Entity Name: Los Angeles Truck Centers, LLC