

BID NUMBER ITB FS-20-055

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: MICHELLE KING
411 West Ocean Boulevard, Lobby Level
Long Beach, California 90802



INVITATION TO BID

Freightliner 55' Aerial Bucket Truck

CONTRACT NO. **35853**

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Dixon CA ON THE 4th DAY OF August, 2020
CITY STATE MONTH

COMPANY NAME: Altec Industrist, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1450 N. 1st Street CITY: Dixon STATE: CA ZIP: 95620

PHONE: 707-689-6262 FAX: 707-678-1819

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

Rhawnie Kraak Rhawnie.Kraak@Altec.com
(PRINT NAME) (EMAIL ADDRESS)

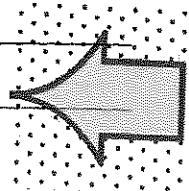
S/ _____
(SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

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

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.
THE CITY OF LONG BEACH [Signature] Digitally signed by Sandra Tsang-Palmer Date: 2021.03.16 08:35:58 -07'00'
BY _____ Director of Financial Management Date _____

APPROVED AS TO FORM 3-11, 2021.
CHARLES PARKIN
CITY ATTORNEY
[Signature] Deputy



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CITY CLERK
ATTN: MICHELLE KING
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(FEDERAL TAX IDENTIFICATION NUMBER)

PHONE: 707-689-6262 FAX: 707-678-1819

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

Rhawnie Kraak (PRINT NAME) Rhawnie.Kraak@Altec.com (EMAIL ADDRESS)

S/ (SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

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

THE CITY OF LONG BEACH

BY _____ Date _____
Director of Financial Management

APPROVED AS TO FORM

CHARLES PARKIN, 20_____
CITY ATTORNEY

Deputy

BID NUMBER ITB FS-20-055

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

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

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

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

ACKNOWLEDGMENT

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

State of California
County of Solano

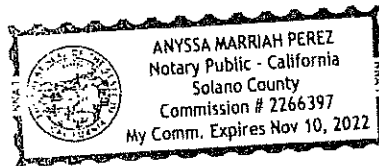
On August 4th 2020 before me, Anyssa Marriah Perez - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Anyssa Marriah Perez (Seal)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

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

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: MICHELLE KING
411 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

12. RIGHT TO REJECT:

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

BID DUE DATE: JULY 23, 2020

TIME: 11:00 am

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

MICHELLE KING (562) 570-6020
BUYER TELEPHONE NUMBER

13. SAMPLES:

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

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

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

14. PRICES:

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES X NO _____

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

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

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

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

- 25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
- 26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
- 27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

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

- 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
- 29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

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

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

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

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

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

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

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

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

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

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

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

PROJECT OVERVIEW

One (1) current model Freightliner M2 112, 55' Aerial Truck (See Appendix A)

BID TIMELINE – All times are Pacific Time

Bid release date: July 2, 2020
Bid due date: July 23, 2020 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

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

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Insurance Requirement (Attachment D)
- Equal Benefits Ordinance (Attachment E)
- Secretary of State of California Print-Out

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

BID NUMBER ITB FS-20-055

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Michelle King
411 West Ocean Boulevard, Lobby Level
Long Beach, CA 90802

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

ITB FS-20-055 FREIGHTLINER 55' AERIAL BUCKET TRUCK.

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, July 23, 2020. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov
ATTN: Michelle King with the bid number in the subject line of the email message.

REFERENCES

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

AWARD

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall be made by e-mail, fax or hand delivered. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

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

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

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

AMERICANS WITH DISABILITIES ACT

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

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

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

COPYRIGHT

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

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

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

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

INSURANCE

See Requirements on page 9, Section 30 and **Attachment D**.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

PAYMENT TERMS

Net 30 ; 0 % discount in _____ days.

VENDOR CONTACT INFORMATION

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

Contact Name: Albert Gutierrez

Contact Direct Phone: 951-751-6498

Contact Fax: 707-678-1819

Contact E-mail: Albert.Gutierrez@Altec.com

VENDOR'S EMPLOYEES

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

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

COMPLY
 YES NO

COMMENTS / EXCEPTIONS

<p><u>Instructions:</u></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES SHALL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	<p>Yes</p>	
<p><u>General Conditions:</u></p> <p>The truck, cab and chassis with aerial body. Shall be completely equipped as specified and shall be ready for service upon delivery. It is the responsibility of the prime bidder to insure body/chassis integrity. The complete unit shall comply with the latest editions of the California Vehicle code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Standards, California Air Resources Board, California South Coast Air Quality Management District, and provisions of Cal OSHA. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete truck, cab, chassis aerial body with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete units and all components shall be standard and cataloged by major manufacturers. Custom one of a kind unit for this bid are unacceptable.</p>	<p>Yes</p>	
<p><u>Brand Names:</u></p> <p>Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be</p>	<p>Yes</p>	

**CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120**

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p>used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal".</p> <p>The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the Contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the Contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.</p> <p>If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equal item no later than three working days before bid opening.</p>	Yes		
<p><u>Conditions:</u></p> <p>All steel and aluminum materials used in vehicle construction shall be finished with a two-part epoxy polyamide processes to prolong the resistance of the vehicle assembly and attached components to corrosion.</p> <p>The design of the complete unit shall embody the latest approved automotive engineering practices and the workmanship must be of the highest quality in its respective field. The Contractor shall be responsible for the integrity of the completed unit. The unit shall be completely equipped as specified and be ready for immediate service upon delivery.</p>	Yes		
	Yes		
	Yes		
	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
The unit shall comply with the latest editions of the California Vehicle Code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Safety Standards, DOT Standards, provisions of Cal/OSHOA, and ANSI Z245.1 Safety Standards. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the Contractor from the responsibility of furnishing an aerial truck with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete unit(s) and all components shall be standard production items unless otherwise specified.	Yes		
Description: Shall be one (1) CNG powered, 55' aerial bucket truck, Engine must be at least ULEV rated	Yes		
Cab-chassis: Cab and chassis shall be a current model year Freightliner M2 112, with a GVWR of 37,700#. 1. Wheelbase shall be adequate to accommodate aerial and body explained herein. Please indicate WB to the right. 2. Frame rails shall be 10.75"x3.50"x7/16" 3. Center cross members shall be steel. 4. End closing cross member shall be steel. 5. All frame, and frame suspension fasteners shall be Huck type. 6. Two (2) front frame mounted tow hooks Section modulus, RBM, and frame reinforcement must meet boom manufacturer's requirements	Yes Yes Yes Yes Yes Yes		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p><u>Front axle & Suspension:</u></p> <p>Front axle shall be Detroit da-f steering axle.</p> <ol style="list-style-type: none"> 1. Shall have maintenance free cushions. 2. Taper leaf springs with a 14,700# capacity. 3. Double acting heavy-duty shocks. 4. Aluminum piloted front hubs, with 285MM bolt circle. 5. Scotseal Plus XL front hub oil seals. 6. CR Zytel hubcap. 7. Synthetic Dana Spicer EP75W90. 	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>		
<p><u>Rear axle & Suspension:</u></p> <p>Shall be a Dana S23-190 single axle assembly 23,000#.</p> <ol style="list-style-type: none"> 1. Shall maintain a road speed of 65 MPH on level ground at governed RPM's. 2. Synthetic rear axle lubricant. 3. Scotseal Plus XL oil seals. 4. 10 stud HD aluminum hub. 5. Double action heavy-duty shocks. 6. Longitudinal and steel-rubber bushed torque rods. 7. Dana Spicer main drive line with half round yokes. 8. 23,000# tapered leaf spring suspension. 	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>		
<p><u>Brakes:</u></p> <p>Shall meet the following minimums.</p> <ol style="list-style-type: none"> 1. Front of cab shall be equipped with towing air connections (service and emergency). 2. Shall have 18.7 CFM minimum capacity water-cooled and engine oil lubricated gear driven air compressor with a Bendix D2 governor or approved equal governor. 3. Air dryer shall be an automatic drain system, Clear Drain, or approved equal. 4. Low air pressure warning light, air gauge, and buzzer in cab. 	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
5. Manual drain valves on all air tanks. 6. Automatic air shut off valves to protect systems from leak down. 7. Shall be Bosch, or approved equal, ABS brake package. ABS trouble shooting connector shall be installed on left side of cab under dashboard. Contractor shall provide service manual and air schematics on first truck delivered. 8. Heavy-duty brake package: Front shall be 16-1/2" x 6" inch, Rear shall be 16-1/2"X7".	Yes Yes Yes Yes		
<u>Emergency:</u> 1. System shall have a separate reservoir of a capacity to provide at least three (3) complete releases of the emergency brakes. 2. System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station. 3. System shall hold the vehicle when fully loaded and manned on a 20% grade.	Yes Yes Yes		
<u>Steering:</u> 1. Shall be factory left hand drive. 2. Shall be power with integral valving. 3. Power steering pump shall be gear driven. 4. Steering gearbox shall be at least 20,000-pound rating. Ross, Sheppard, Saginaw, or TRW brands or approved equal. 5. Turning radius shall have at least a 50-degree wheel cut. 6. There shall be adequate leg, thigh, and elbowroom at steering wheel. Steering wheel shall be able to adjust up, down, and telescope in and out to accommodate drivers of different statures	Yes Yes Yes Yes Yes Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p><u>Tires and Wheels:</u></p> <ol style="list-style-type: none"> 1. Front tires shall be Goodyear G661 HSA 11R22.5X16 H tubeless. 2. Front wheels shall be 22.5X8.5" polished Accuride aluminum, 5.71" inset. 3. Rear tires shall be Goodyear G661 HSA 11R22.5X16 H tubeless. 4. Rear wheels shall be 22.5X8.5" polished Accuride aluminum. 	Yes		
<p><u>Cab Exterior:</u></p> <p>The cab shall be steel reinforced all aluminum 2 door day cab with steel doors.</p> <ol style="list-style-type: none"> 1. Front bumper shall be full width painted steel, 2. Curved front windshield solar tinted. 3. Brushed stainless steel grab handles at entry. 4. Twin air horns mounted under cab. 5. Single electric horn. 6. Chrome grill, with a bug screen mounted behind grill. 7. Left and right stainless-steel West Coast style mirrors, with short retractable arms. 8. Left and right Grote #12173 8" offset ball and stud mirrors. 9. All exterior paint shall standard manufacturers white. 	Yes		
<p><u>Cab Interior:</u></p> <p>The truck cab interior shall have a minimum of the following.</p> <ol style="list-style-type: none"> 1. 16" dia. Two spoke steering wheel. 2. Flat dash panel. 3. Adjustable tilt steering column. 4. Sears C2 air ride seat left, and right sides. 5. Retractable 3-point seat belts, both sides. 6. Black or dark gray vinyl seat covers. 	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
7. Rubber floor covering.	Yes		
8. Power door windows	Yes		
9. Power door locks	Yes		
10. AM/FM radio/Aux input stereo.	Yes		
11. Roof mounted antenna.	Yes		
12. 2, dual cone speakers.	Yes		
13. 2, Console mounted power ports.	Yes		
14. Cab integral climate control. (Roof mounted A/C is not acceptable).	Yes		
15. Ignition and door entry keys are to be keyed alike, with 4 keys for each lock type.	Yes		
16. Reflector flare kit mounted in cab, Grote #71422, or approved equal.	Yes		
10# ABC fire extinguisher	Yes		
<u>Cab Electrical:</u>			
1. Shall have battery disconnect on drivers' side.	Yes		
2. Tachometer,	Yes		
3. Speedometer,	Yes		
4. Oil pressure,	Yes		
5. Water temperature,	Yes		
6. Dual air pressure,	Yes		
7. Fuel gauge,	Yes		
8. Voltmeter,	Yes		
9. Oil pressure activated engine hour meter,	Yes		
10. Headlights,	Yes		
11. Dome lights,	Yes		
12. Dash lights,	Yes		
13. Ignition switch with key,	Yes		
14. Heater/defroster,	Yes		
15. Air conditioning,	Yes		
16. Windshield wipers,	Yes		
17. Emergency brakes,	Yes		
18. Hydraulic PTO switch,	Yes		
19. Turn signals,	Yes		
20. Horn,	Yes		
21. Hazard lights,	Yes		

**CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120**

APENDIX A

	COMPLY		
	YES	NO	COMMENTS / EXCEPTIONS
<u>Chassis Electrical:</u>			
1. Chassis electrical system shall be a 12V negative ground system.	Yes		
2. 3 group 31 12V batteries, 2250 for CCA.	Yes		
3. Steel battery box with aluminum lid mounted on the left side.	Yes		
4. A heavy-duty Cole-Hersee M-750 series master switch, or approved equal, shall be provided. Switch shall be mounted underneath the driver's seat.	Yes		
5. 1, Hubbell HBL2613 external charging receptacle mounting (TBD).	Yes		
6. Back-up alarm, electric, with motion detector, Cal OSHA approved.	Yes		
7. One (1) Rear vision camera 3 rd Eye Mobile Vision model AWT1020T, and monitor model number AWT07MLEDT, or approved equal. Camera shall be located on rear of body.	Yes		
<u>Engine:</u>			
Shall be a Cummins NZ 8.9 ISL-G, turbo aspirated engine.	Yes		
1. Shall have 320 HP @ 2200 RPM's	Yes		
2. Shall have 1000 ft-lb torque @ 1300 RPM's	Yes		
3. Governed engine speed 2200 RPM's	Yes		
4. CNG powered	Yes		
5. Shall be CARB certified.	Yes		
<u>Engine equipment:</u>			
1. Electronic Cummins engine control.	Yes		
2. Vehicle governed speed limit 75 MPH (from prop shaft)	Yes		
3. Engine idle shut down.	Yes		
4. 1300 sq.in 2row high capacity aluminum radiator.	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
5. Pneumatic on/off Fan clutch (Horton). 6. Charged air induction 7. Serpentine belt drive system. 8. Combination full flow, bypass oil filter. 9. 15" Donaldson air filter. 10. Donaldson air intake pre-cleaner. 11. Single horizontal exhaust (left side). 12. Gear driven Cummins Wabco 18.7 CFM air compressor. 13. Dual 200 Amp Delco alternators. 14. 12V Delco Remy 39MT starter.	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes		
<u>Transmission:</u> 1. Shall be an Allison 30000 RDS series, 6 speed. 2. Right side Chelsea PTO. 3. Shall have an Allison electronic push button gear select. 4. Shall have an oil to water type fluid cooler. 5. Right side oil level and fill tube. Shall have Transynd synthetic trans fluid.	Yes Yes Yes Yes Yes		
<u>Fuel Cell:</u> 1. Shall have a minimum capacity of 50 GGE. 2. Necessary hose, elbows and/or adapters shall be supplied to adapt to custom body(s). 3. Shall have an auxiliary fill valve at front of vehicle. 4. Shall be mounted behind cab, not to extend above cab height, with a cab width enclosure. 5. The fueling valve shall be at the street side portion of the cell.	Yes Yes Yes Yes Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<u>Aerial Devise:</u>			
Insulated 55' over-center, articulated aerial platform lift with a 60' working height to include,			
1. Two-man platform capacity 700 lbs.	Yes	No	1. Single - two man platform capacity 600 lbs
2. 180° platform rotation.	Yes	No	3. Upper boom articulation -25 to 75 degrees
3. Upper boom articulation minimum 210 degrees relative to lower boom.	Yes	No	4. Lower boom articulation 0 to 92.5 degrees
4. Lower boom articulation minimum 101 degrees.	Yes		
5. Platform mount single lever control with integral safety trigger and emergency stop control.	Yes		
6. Single stick control mounted on curbside between boom and platform with integral safety trigger including emergency stop.	Yes		
7. Manual throttle control activates with trigger at single stick	Yes		
8. Full pressure turret mounted controls with override.	Yes		
9. Engine start/stop from platform and lower controls.	Yes		
10. Open center hydraulic system providing from 8 GPM (30 LPM) to 12 GPM (45 LPM) and 3000 psi (210 kg/cm ²) system pressure.	Yes		
11. Hydraulic 90-degree platform rotation with hydraulic tilt for cleanout or rescue.	Yes		
12. Fiberglass upper boom with test band tested per ANSI A92.2 for Category B 69-KV.	Yes		
13. Chassis insulating system (lower boom insert) providing 24" insulation gap including accommodations to bridge insulation gap for testing per ANSI A92.	Yes		
14. White urethane over white gel coat on fiberglass upper boom and lower boom insert.	Yes		
15. Dual A type outriggers with outrigger boom interlock system, and movement alarm.	Yes		
16. Automatic boom rest.	Yes		
17. Full length torque box and mounting hardware for cab and chassis.	Yes		
18. Urethane white paint.	Yes		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
19. Continuous rotation with engine start/stop and 12-volt emergency power pump/motor.	Yes		
20. Two-man deep closed fiberglass basket with step, and platform leveling.	Yes		
21. Vinyl platform cover and liner for two-man platform.	Yes		
Service Body:			
156 in. x 48 in. x 94 in. line body including the following:			
1. Grey Zolatone paint in interior of compartments	Yes		
2. Stainless steel automotive rotary type door latches and hinges.	Yes		
3. Spring loaded door holders on vertical doors and chain stops on horizontals.	Yes		
4. Rubber rolled crown type fenders and automotive bulb type weather stripping.	Yes		
5. Master door lock system.	Yes		
6. LED lighting in compartments.	Yes		
7. Two (2) under body mounted 20" x 20" x 4" outrigger pad holders	Yes		
Street side compartments:			
1. 1st vertical: 24" inches. with two (2) adjustable shelves with metal dividers		No	1. 32" inches w/ two adjustable shelves w/ metal dividers
2. 2nd vertical: 24" inches. with (2) adjustable shelves with metal dividers		No	2. 32" inches w/ two adjustable shelves w/ metal dividers
3. Horizontal: 60" inches. with (1) removable divider shelf with metal dividers	Yes		
4. Rear vertical: 24" inches. - Five (5) fixed material hooks (1-3-1).		No	4. 32" inches w/ Five fixed material hooks (1-3-1)
Curbside compartments:			
1. 1st vertical: 18" inches. with two (2) adjustable shelves with metal dividers. This compartment shall have a pure sine wave 110 VAC inverter rated a 3000 watts and power by secondary battery, inverter shall be mount to interior floor and wired with (2)		No	1. 32" inches w/ two adjustable shelves w/ metal dividers. 3000 watt inverter, auxiliary battery, two GFCI receptacles

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p>weather proof convenience outlet on the upper C.S front and rear.</p> <p>2. 30" inches. entry to bed deck, with two non-slip steps, and two (2) grab handles.</p> <p>3. Horizontal: 60" inches. with (1) removable divider shelf with metal dividers</p> <p>4. Rear vertical: 24" inches with (2) adjustable shelves with metal dividers</p> <p>5. Tail shelf: 30 in. tread plate tail shelf.</p> <p>6. Wheel chock storage: - Two (2) each side built into wheel wells.</p>	<p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p>	<p>32" inch entry to bed deck, with two non slip steps and two grab handles</p> <p>32" inches w/ two adjustable shelves w/ metal dividers</p>
<p><u>Emergency Lighting Installation:</u></p> <p>1. Shall have a Whelen 60" Freedom LED amber (F4W0AAAA-60-LBP) with TD, Alley and rear module flashers on the rear with a sub WCC92 controller install on the dash board with easy access to the operator. Shall be install as per whelen specifications with brackets, all 3 cables should be inside one plastic approved fitting between light bar and metal roof with recommended sealing by Manufacturer, all 3 cables shall be inside with protected loom and run inside the roof channel and secure with plastic clamps. The power wire shall be connected to the vehicle factory battery. The ground wire shall be connected to the vehicle factory ground. All Light Bar trigger wires shall be run to the controller.</p> <p>2. Rear corner lighting, Whelen part # M7A with flange # M7FC on the rear CS and SS of the rear body, all cables or wires shall be protected by recommended manufacturer specifications, ground wire shall be connected to a factory grounded site. All power or trigger wires shall be protected inside a loom and run on the LT and RT side. The trigger wire shall be a 12g and be protected with loom and run on the LT side of the chassis channel and joint the trigger wire from the front lighting</p>	<p>Yes</p> <p>Yes</p>		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
3. Front corner lighting Whelen part # M7A with flange # M7FC shall be installed in the corner of each side of the grill. NO EXCEPTIONS. Ground wire from both sides shall be grounded on the vehicle factory ground site. The power trigger wire shall be protected with loom and secure with plastic clamps. The trigger wire shall be 14. gage and run to the power switch inside the cab (dash board)	Yes		
4. 10 gage wire with approved fuse link with fuse shall be install close to the battery and run to the inside of the cab to desire place to feed the power source of power switch	Yes		
5. Shall install a two-piece traffic advisor whelen # TA4437M2 with 75' long cable and controller (TACTL5) on the rear of the utility body, the traffic advisor shall be flash with the service body	Yes		
6. The #1 upfitted switch shall be capable of 125% to all the load of the lighting package	Yes		
7. Shall installed whelen Pioneer LED # PFH2P1 (white) flood light 150-Watt 12 volt with switch in the knuckle of the lights with whelen 86930QB3 side mount pole DC with bottom wire exit 3" offset and cradle with light position sensor. (Location to be determined at pre-construction meeting) The #2 upfitted switch should control the Pioneer flood light on left side, the #3 upfitted switch should control the Pioneer flood light on the Right side. Installation shall be per manufacturer recommendation.	Yes		
8. The #1 upfitted switch on and off power toggle switch shall be capable of 125% to all the load of the lighting package	Yes		
9. Note: all wires had to be protected with loom and all wire connections must meet or exceed Long Beach Fleet Bureau standards	Yes		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

COMPLY
 YES NO

COMMENTS / EXCEPTIONS

<u>Design Requirements:</u>			
<p>The Electrical System will be designed:</p> <p>a. To meet SAE Standard J1292 (Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring) as a minimum. Knowledge of this standard must be proven at pre-construction.</p> <p>b. To withstand the rigors of service.</p> <p>c. With accessibility and ease of maintenance as a priority.</p>	Yes		
	Yes		
	Yes		
<p><u>Construction:</u></p> <p>a. All electrical lighting circuits will terminate and be controlled through the ICON Harness and multiplex load manager system. The multiplex nodes will be conveniently located in the vehicle to reduce the length of cable runs.</p> <p>b. All circuits will have the ability to be load managed and load sequenced.</p> <p>c. All circuits will be controlled by the multiplex software. Each node will provide real-time diagnostics.</p> <p>d. All wire used in this vehicle will conform to SAE Standard J1128 (Low Tension Primary Cable), for "GXL" insulation.</p> <p>e. All electrical components, including wiring, will be rated at 125% of the maximum intended load. The multiplex must be designed to survive extreme temperatures of up to 185F, and sealed against moisture, salt, and fluid. It also must be protected against over voltage and reverse polarity conditions.</p> <p>f. All wiring will run in enclosed looms or conduit; and will be color coded and <i>labeled with circuit designation every three (3) inches.</i></p>	Yes		
	Yes		
	Yes		
	Yes		
	Yes		
	Yes		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
g. All main power and battery connections will be covered with silicone-seal shrink tubing.	Yes		
h. All harness connections will be made with Deutsch weather proof connectors. Small components can be made with crimp connectors and they will be of the heavy-duty, nylon variety. Standard duty vinyl connectors are not acceptable.	Yes		
i. Insulation-displacement connectors (i.e. "Scotchlock") are not acceptable for any connection.	Yes		
j. Open, "crimp" type connectors are not acceptable for exterior connections, and electrical tape is not acceptable for any connection.	Yes		
k. Wiring protection will be offered via: 1. Heat resistant (300°) loom 2. Hard plastic (snap-in or glue-in) or rubber grommets wherever wiring passes through walls or partitions. 3. Plastic cable ties 4. Rubber coated aluminum cable clamps	Yes		
l. Wherever practical, wiring looms will be tied together, and clamped to bulkheads, to insure maximum security and vibration resistance.	Yes		
m. All continuous runs of wiring will be supported at intervals of 16 inches or less.	Yes		
n. No loose wiring will be exposed or visible in any area of the vehicle's interior.	Yes		
o. All wiring or harnesses, whether exposed or not, will be secured to body with rubber coated metal cable clamps, or to existing wiring with plastic wire ties.	Yes		
p. All exposed wire and cable in other areas of the vehicle will be protected from damage or accidental contact. No wiring will run under the carpeting in the driver or passenger footwell.	Yes		
r. All excess cable (prefabricated harnesses) will be coiled, tied with wire	Yes		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p>ties and secured with plastic cable clamps.</p> <p>s. All wire ties will be trimmed flush.</p> <p>t. All soldering will be of high quality. Solder "blobs" and cold solder joints are not acceptable.</p> <p>u. In-line fuse holders will be marked with the circuit they protect, and will be installed in accessible locations.</p>	Yes		
<p>Electrical:</p> <p>Shall meet the following minimums:</p> <ol style="list-style-type: none"> 1. Complete system with heavy-duty wiring installed in compliance with SAE codes. 2. Twelve-volt, negative ground system. 3. All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. 4. All soldered wiring connections to be potted with rubberized covering. Crimp type connectors shall be protected with shrink-wrap. Unprotected wiring in any application is unacceptable. 5. All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture. 6. System shall be protected with an adequate number of circuit breakers to evenly distribute the electrical load. Fuses unacceptable. 7. All wiring shall be loomed and routed the simplest, most direct and most protected way possible with separate accessory and body functions to be frame mounted in a waterproof junction box. No splicing shall be allowed by dump body installer. 8. Wiring shall be supported or clamped at intervals not to exceed thirty inches. 	Yes		

**CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120**

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
9. One 12V cigarette type accessory terminal shall be centrally located in the cab on the dash and individually protected by circuit breakers (for radios).	Yes		
10. Trailer electrical connector shall be Phillips or approved equal 15—600 wired in clockwise sequence of (1) ground, (2) stoplight, (3) tail light, (4) left turn signal, (5) right turn signal, and (6) blank. Number (2) stoplight shall be wired to the "cold" side of stoplight switch.	Yes		
11. All wires shall be encased in nonmetallic flexible loom and well supported by frame clips. Trailer plug terminal points shall be potted at trailer plug. <u>Manufacturer shall provide color-coded wiring diagram per build with each unit delivered.</u>	Yes		
12. All electrical schematics shall be provided with each unit.	Yes		
<u>Acceptable Cab and Chassis Make:</u> Freightliner M2 112 <u>Aerial Bucket/Service body should be bid and built by Altec, Inc. or approved equal.</u>	Yes		
EMISSION RATting: Vehicles shall meet the minimum emission requirements set forth by the SCAQMD and be rated at LEV, ULEV, or SULEV emission standards. (if available)	Yes		
<u>Manuals/Operating Service:</u> Successful bidder shall provide a full set of operating/service manuals (CD if available) for every major component installed in truck including cab and chassis, electrical schematics, hydraulic schematics, and a complete parts manual and as built drawings.	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
All manuals and schematics shall be delivered with each unit. Vendor shall also supply 1 (one) engine, and body manufacture diagnostic software.	Yes		
<u>TRAINING:</u> Vendor shall provide 8 (eight) hours of training on the maintenance and operation of the truck, and aerial equipment. Training dates shall commence no later than 30 days after delivery	Yes		
<u>Plans and Designs:</u> One set of plans designed to coordinate with these specifications shall be submitted with the bid proposal. Design drawings shall include, but are not limited to, both profile view plans, top view plan, plumbing plan, and rear plan view. Bidders/manufacturers agree that these plans and specifications are the joint property of the Bidder and the City of Long Beach. The designee shall approve any publicity releases regarding this project.	Yes		
<u>Planning and Inspections:</u> There shall be a pre-build meeting to be held at: City of Long Beach, Fleet Service Bureau, 2600 Temple Ave. Long Beach CA 90806. At this meeting all specifications shall be reviewed and verified.	Yes		
<u>Warranty:</u> Manufacturer shall identify a single point warranty repair facility approved by the City of Long Beach within a 50-mile radius of Long Beach City Hall. Such single point warranty facility shall be capable of handling all warranties on equipment including chassis,	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APPENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p>engine, transmission and all related components.</p> <p>The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 3 years after date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.</p> <p>Warranty shall begin when the City of Long Beach places the unit in service.</p> <p>All transportation of vehicles for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p> <p>Hydraulic cylinders shall have a 5-year unconditional warranty.</p> <p>Transmission warranty shall be 5 years.</p> <p>The frame and fasteners shall have a lifetime warranty.</p> <p>Prior to delivery of the first vehicle manufacturer shall provide a complete listing of all serialized components.</p> <p>Manufacturer shall include part numbers for all consumables to include belts, filters and hoses.</p>	Yes		
<p>Warranty Performance:</p> <p>1. The Contractor shall provide service within one working day after notification by telephone.</p> <p>2. If the Contractor does not acknowledge after two working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility.</p> <p>3. The City shall be reimbursed by the Contractor an area average hourly rate for</p>	Yes		
	Yes		

CITY OF LONG BEACH
 ITB FS 20-055
 FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
 UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p>labor inclusive of transportation and parts replaced one for one; repairs from component manufacturers.</p> <p>4. The vehicle manufacturer shall furnish all warranty documentation to the City.</p> <p>5. Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall return all defective parts to their supplier.</p> <p>6. Outside vendor repair facility parts and labor billing shall go directly to manufacturer.</p>	Yes		
<p><u>Plans and Engineering Conference:</u></p> <p>1. Within 30 days after the Contract has been awarded, the manufacturer shall participate in an engineering meeting at which time the entire specification for the equipment shall be reviewed by both the manufacturer and the City of Long Beach personnel so both parties fully understand how the equipment shall be made.</p> <p>2. This meeting shall be held at a mutually agreed time at the City of Long Beach Fleet Services Office located at 2600 Temple Ave., Long Beach, California 90806. All expenses shall be paid by the Contractor including Food, lodging, and travel for the Contractor's or manufacturer's representative.</p>	Yes		
<p><u>Legals:</u></p> <p>1. Contractor shall furnish a certified weight slip with each completed vehicle.</p> <p>2. Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of bid award.</p> <p>3. Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment.</p>	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
4. Contractor must supply to City of Long Beach a certified weight distribution analysis that verifies the legal payload of vehicle is in compliance with the California bridge law.	Yes		
<u>Training:</u>			
1. Within 30 days after receipt of the first vehicle by the City of Long Beach Contractor shall provide the following:	Yes		
2. One full day of training to all vehicle operators. Prior to receipt of the first vehicle by the City of Long Beach and no later than 30 days before delivery Contractor shall provide the following:	Yes		
<u>Specialty Tools and Repair Manuals:</u>			
Contractor shall supply any specialty tools, computer software, computer hardware, service manuals, parts manuals, bumper to bumper color-coded air, electrical, and hydraulic schematics as per build, service parts list and a list of all serialized parts. with each truck delivered.	Yes		
<u>Delivery:</u>			
Delivery of the vehicle shall be to Fleet Services Bureau located at 2600 Temple Ave. Long Beach, CA 90806. The truck shall be under its own power to allow for "break-in" period.	Yes		
<u>Liquidated Damages</u>			
Time is of the essence for delivery. Contractor shall commence work on date specified in a written Notice to Proceed/City of Long Beach Purchase Order from the City and shall	Yes		

CITY OF LONG BEACH
ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET TRUCK
UNIT # 13120

APPENDIX A

	COMPLY		COMMENTS / EXCEPTIONS
	YES	NO	
<p>complete all work/delivery within days/date listed in the "Delivery Requirement" section of the bid. Time is of the essence hereunder. City will suffer damage if the work/delivery is not completed within the time stated, but those damages would be difficult or impractical to determine. Therefore, liquidated damages in the amount of \$100.00 per day, beginning at the time work/delivery is due and continuing each day until work/delivery is completed, shall be paid to City or withheld from final payment for such delay. City to evaluate on a case by case basis. Such as strikes, lockouts and events beyond the reasonable control of Contractor.</p>	Yes		
<p>Contractor is required to keep City informed of the status of the equipment on a bi-weekly basis to the Fleet Representative. Delays can be authorized with prior approval in writing from Fleet Services Representative</p>	Yes		

**CITY OF LONG BEACH
TECHNICAL SPECIFICATIONS ITB FS 20-055
FREIGHTLINER 55' CNG POWERED AERIAL BUCKET
TRUCK UNIT 13120**

BID SECTION

COST FOR VEHICLE	<u>\$ Input Price Electronically</u>
COST FOR FUEL CONVERSION	<u>\$ Input Price Electronically</u>
TIRE TAX	<u>\$ Input Price Electronically</u>
DELIVERY	<u>\$ Input Price Electronically</u>
SALES TAX (10.25%)	<u>\$ Input Price Electronically</u>
TOTAL COST PER VEHICLE	<u>\$ Input Price Electronically</u>

ESTIMATED DAY OF DELIVERY	<u>600 days from receipt of PO</u>
PAYMENT TERMS (discounts offered)	<u>Net 30</u>

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

Altec Industries, Inc.

Business/Contractor/Agency

LaRoy Jones III

Technical Sales Associate

Name of Authorized Representative

Title of Authorized Representative

8/4/2020

Signature of Authorized Representative

Date

r20141001

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

Rev 12.11.13



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

ATTACHMENT B

Reference Information Form

Client/Contractor Name County of Los Angeles

Project Manager/Contact Name Frank Solano E-mail fsolano@dpw.lacounty.gov Ph. No. 626-458-7307

Address 900 South Fremont Ave. Alhambra, CA 91803

Project Description Build multiple aerial units and digger derricks to customer's specifications.

Project Dates (Start and End) 8/2019 - Present Contract Term(s) Net 30 Contract Amount \$1.2 million

Client/Contractor Name City of Fullerton

Project Manager/Contact Name Roger Delgadillo E-mail rogerd@ci.fullerton.ca.us Ph. No. 714-738-6833

Address 1580 W. Commonwealth Ave. Fullerton, CA 92833

Project Description Build aerial unit to customer's specifications

Project Dates (Start and End) 07/2020 - Present Contract Term(s) Net 30 Contract Amount \$162,000.00

Client/Contractor Name City of Lompoc

Project Manager/Contact Name Craig Gildea E-mail c_gildea@ci.lompoc.ca.us Ph. No. 805-875-8011

Address 1300 West Laurel Avenue, Lompoc, CA 93438

Project Description Build aerials and digger derricks to customer's specifications

Project Dates (Start and End) 04/2019 - Present Contract Term(s) Net 30 Contract Amount \$475,000.00

Client/Contractor Name Los Angeles Unified School District

Project Manager/Contact Name James Miller E-mail james.miller@lausd.net Ph. No. 213-241-8781

Address 333 S Beaudry Ave. Los Angeles, CA 90017

Project Description Build multiple aerial units to customer's specifications

Project Dates (Start and End) 02/2019-07/2020 Contract Term(s) Net 30 Contract Amount \$1.1 million

Client/Contractor Name University of California Santa Barbara

Project Manager/Contact Name Jim Morrison E-mail morrisoj@ucsb.edu Ph. No. 805-451-9306

Address Transportation Services Mesa Road, Bldg. 375, Santa Barbara, CA 93106

Project Description Build aerial unit to customer's specifications

Project Dates (Start and End) 04/2019-07/2020 Contract Term(s) Net 30 Contract Amount \$175,000.00

Attachment C

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

[Form must be signed and dated]

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line. do not leave this line blank. Altec Industries, Inc	
2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
4 Exemptions (codes apply only to certain entities, not individuals. see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>	
5 Address (number, street, and apt. or suite no.) See instructions 210 Inverness Center Drive	
6 City, state, and ZIP code Birmingham, AL 35242	
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Jennifer W. Jones</i>	Date ▶ 1.3.2020
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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

ATTACHMENT D

INSURANCE REQUIREMENTS

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

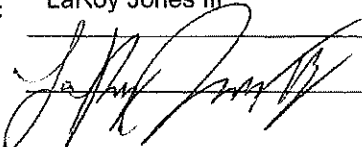
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC)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



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

- and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
 - Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
 - Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
 - Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
 - Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

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

Printed Name: LaRoy Jones III Title: Technical Sales Associate
Signature:  Date: 8/4/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Bridgette Taul	
	PHONE (A/C, No., Ext): 800-476-2211	FAX (A/C, No):
E-MAIL ADDRESS: btaul@mcgriff.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B : Hartford Fire Insurance Company		19682
INSURER C : Trumbull Insurance Company		27120
INSURER D : Hartford Casualty Insurance Company		29424
INSURER E :		
INSURER F :		

INSURED
 Altec Industries, Inc.
 325 South Center Drive
 Daleville, VA 24083

COVERAGES

CERTIFICATE NUMBER: Q7GXCV7Z

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			013136094	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21CSES27903	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	21WNS27900 (AOS) 21XWES27902 (AL,MO,NC)	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract for Services Values \$25,000

The City of Long Beach, its officials, employees and agents under General Liability as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment E

EQUAL BENEFITS ORDINANCE DISCLOSURE

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

The EBO is applicable to the following employers:

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

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

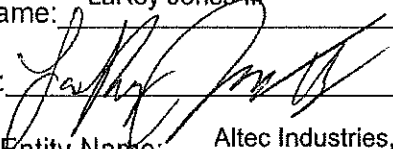
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

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

Compliance with the EBO

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

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

Printed Name: LaRoy Jones III Title: Technical Sales Associate
Signature:  Date: 8/4/2020
Business Entity Name: Altec Industries, Inc.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: LaRoy Jones III Federal Tax ID No. [REDACTED]
Address: 1450 N. 1st Street
City: Dixon State: CA ZIP: 95620
Contact Person: Albert Gutierrez Telephone: 951-751-6498
Email: Albert.Gutierrez@Altec.com Fax: 707-678-1819

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X 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?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X 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?
 X 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 4th day of August, 2020, at 10:30, AM

Name LaRoy Jones III

Signature 

Title Technical Sales Associate

Federal Tax ID No. 



Secretary of State Certificate of Status

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

Entity Name: ALTEC INDUSTRIES, INC.
File Number: C1580361
Registration Date: 02/25/1987
Entity Type: FOREIGN STOCK CORPORATION
Jurisdiction: ALABAMA
Status: ACTIVE (GOOD STANDING)

As of July 27, 2020 (Certification Date), the entity is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 28, 2020.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

Certificate Verification Number: 7R93K4R

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bebizfile.sos.ca.gov/certification/index.



August 4, 2020
Our 91st Year

Ship To:
CITY OF LONG BEACH (CA)
333 W OCEAN BLVD
LONG BEACH, CA 90802-0000
US

Bill To:
CITY OF LONG BEACH (CA)
411 W OCEAN BLVD
6TH FLOOR
LONG BEACH, CA 90802
United States

Attn:
Phone: 562-570-5428
Email:

Altec Quotation Number: 702263 - 1
Account Manager: Albert Gutierrez
Technical Sales Rep: Antonyo Greene

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	Altec Model TA55 Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none"> A. Ground to Bottom of Platform Height: 54.4 ft at 13.0 ft from centerline of rotation (16.6 m at 4 m) B. Working Height: 59.4 ft (18.1 m) C. Maximum reach to edge of platform: 38.3 ft at 22.7 ft platform height (11.7 m at 6.9 m) D. Continuous Rotation E. Articulating Arm Articulation: 0 to 93 degrees. Insulator provides a minimum of 12 in (304.8 mm) of isolation. F. Articulating arm is a tubular steel structure. The articulating arm is designed so that the articulating arm and lower boom are compensating. By raising the articulating arm only, the lower and upper boom maintains the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area. G. Upper Controls: The upper controls system includes a proportional joystick upper control and toggle switches. H. The Altec ISO-Grip System (U.S. Patent No. 7,416,053) includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle is a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. The handle is tiller style and points away from elbow. Auxiliary control covers are non-tested blue silicon covers. The control console in non-tested non-metallic control console plate. The boom tip covers are non-tested non metallic and are not dielectrically tested, but they may provide some protection against electrical hazards. 	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
I.	Two sets of quick disconnect couplings at the platform. The open center hydraulic system on this unit requires the use of open center tools.	
J.	Lower Controls: A lower control station includes and is located on the curbside of the turntable. A selector valve is provided to override the upper controls.	
K.	The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation.	
M.	Outrigger/boom interlock system prevents boom from being unstowed until outriggers have been at least partially deployed.	
N.	Lifting eye: on lower boom with 1000 lb. capacity.	
O.	Outrigger/unit selector control is located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.	
P.	Outrigger motion alarm provides audible alarm when any of the outriggers controls are operated.	
Q.	Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.	
R.	Unit meets or exceeds ANSI 92.2 standards.	
2.	Automatic Upper Boom Stow Securing System with support cradle.	1
3.	287 Pedestal, Rear Mount, Low Cab Height - includes 35.5 inch (902 mm) pedestal height, 84 inch (2134 mm) mast height - recommended for TA55 and TA60, installed on short cab height chassis	1
4.	219 Single Two-Man Platform - Platform end mounted, rotates 180 degrees around boom tip. Platform has a capacity of 600lbs without liner. This option does not include material handling.	1
5.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1
6.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1
7.	Electric Over Hydraulic Outrigger Controls	1
8.	241 - Outrigger A-Frame with Flat-shoe - provides 149 inch (3785 mm) maximum spread outside to outside of shoe.	1
9.	240 Modified flat-shoe, A-frame, Fixed Shoe, Outrigger installed at rear of body, with 101 inches (2565 mm) of spread at maximum penetration.	1
10.	Powder coat unit Altec White.	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
<u>Unit & Hydraulic Acc.</u>		
11.	Platform Cover, 24 X 48, Soft Vinyl	1
12.	Scuff Pad, 24" x 48", With Step (For use with Platform Liner)	1
13.	Reservoir, 30 Gallon, Triangular, Mounted in Cargo Area	1
	A. Internal return filter, 10 micron absolute, fiberglass media	
	B. Ball valves in suction and return lines.	
	C. Magnetic suction strainer.	
	D. Filler/breather cap with dipstick.	
14.	HVI-22 Hydraulic Oil (Standard).	38
15.	Standard Pump For PTO	1
16.	Hot shift PTO for automatic transmission	1
17.	Chelsea PTO	1
18.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1
19.	Electro/Hydraulic Outrigger Valve Installation, Large TA's	1
<u>Body</u>		
20.	Altec Body	1
21.	Steel Body	1
22.	Body is To Be Built In Accordance With The Following Altec Standard Specifications:	1
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.	
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.	
	C. Heavy-Gauge Welded Steel Frame Construction.	
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.	
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.	
	F. Steel Treated For Improved Primer Bond And Rust Resistance.	
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.	
	H. B-Line Channel Installed In Compartments	
23.	Smooth Galvanneal Steel Floor	1
24.	Aerial Service Line With Step (ASLS)	1
25.	Finish Paint Body Altec White	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
26.	Undercoat Body	1
27.	156" Estimated Body Length (Engineering To Determine Final Length)	1
28.	94" Body Width	1
29.	46" Body Compartment Height	1
30.	18" Body Compartment Depth	1
31.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1
32.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1
33.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7
34.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7
35.	All Locks Keyed Alike Including Accessories (Preferred Option)	1
36.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	7
37.	Gas Prop Rigid Door Holders On All Vertical Doors	1
38.	Chains On All Horizontal Doors	1
39.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1
40.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
41.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
42.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 8" Centers	1
43.	Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall	1
44.	Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall	3
45.	Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall	1
46.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
47.	1st Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)	1
48.	1st Vertical (CS) - Battery Storage Inside Of Body Compartment	1
49.	2nd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock)	1
50.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1
51.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2
52.	30" L Steel Tailshelf, Width To Match Body	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
53.	Smooth Galvanneal Steel Tailshelf	1
<u>Body and Chassis Accessories</u>		
54.	ICC (Underride Protection) Bumper Installed At Rear	1
55.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11-Bolt T-Mount, Altec Preferred (T-125 Style)	1
56.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1
57.	Glad Hands At Rear, Straight Type	1
58.	Send Out for Spring Build Up	1
59.	Rubber Belted Step, 12" H, 7" D, 24" W, Steel, Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
60.	Platform Access Step From Body Floor	1
61.	Platform Rest, Rigid with Rubber Tube	1
62.	Lower Boom Rest Weldment	1
63.	Mounting Brackets for Lights, Located on Lower Boom Rest	1
64.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	4
65.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
66.	Pendulum Retainers For Outrigger Pad Holders	2
67.	Mud Flaps With Altec Logo (Pair)	1
68.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	2
69.	Slope Indicator Assembly For Machine With Outriggers	1
70.	Custom Safety Equipment Grote 71422 Triangle Warning Kit Installed In Cab	1
71.	10 LB Fire Extinguisher With Heavy Duty Bracket, Installed In Cab	1
72.	Vinyl manual pouch for storage of all operator and parts manuals	1
73.	Outrigger Control Guards- Underhung Tailshelf Mount	1
74.	Front License Plate Provisions To Be Provided By Final Assembly, No Light Needed	1
<u>Electrical Accessories</u>		
75.	Compartment Lights Wired To Dash Mounted Master Switch	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
76.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
77.	Altec Standard Amber LED Strobe Light with Brush Guard Installed on boom rest weldment	1
78.	Custom 4-Corner Strobe Whelen M7A Amber strobes installed surface mounted in grille and on each side of rear of body To include Whelen flange model M7FC -All wires shall be secured and protected inside loom with the trigger wire being ran to the SS of the chassis channel -Wired jointly with front corner strobes -Ground Wire from both sides shall be grounded to the chassis OEM ground -All Wiring protected with loom and secured with plastic clamps -Trigger wire shall be 14g and ran to a switch in-cab	1
79.	Custom Light Bar Installed on Cab: Whelen 60" Freedom Amber LED Light Bar model F4W0AAAA-60-LBP with Take Down, Alley and rear module flashers on the rear. All functions to be wired to Whelen controller model WCC92 installed on dash Installed on rear of body: Whelen two piece traffic advisor model TA4437M2 wired to Whelen controller model TACTL5 installed in cab -All cables shall be inside a single plastic fitting between the light bar and roof -All cables shall be protected with loom and run inside the roof channel and secured with plastic clamps	2
80.	Custom Flood Light Two (2) Whelen Pioneer PFH2P1 LED Flood Lights White with pole 86930QB3 -One (1) installed on streetside -One (1) installed on curbside	2
81.	Dual Tone Back-Up With Outrigger Motion Alarm	1
82.	Altec Standard Multi-Point Grounding System	3
83.	Custom Alarm/Sensor 3rd Eye Mobile Vision Camera model AWT1020T & Monitor model AWT07MLEDT	1
84.	Backscan Ultrasonic Detection System, Brigade BS-4000W, 3744	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
85.	Install backup camera monitor directly on the dash.	1
86.	PTO Hour Meter, Digital, with 10,000 Hour Display	1
87.	6-Way Trailer Receptacle (Pin Type) Installed At Rear Phillips 15-600 wired in clockwise sequence -1 ground -2 stoplight wired to cold side of slight switch -3 tall light -4 left run signal -5 right turn signal -6 blank	1
88.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1
89.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches Switch 1 - Wired to all emergency lighting Switch 2 - Wired to streetside flood light Switch 3 - Wired to curbside flood light	1
90.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) CS 1st Vertical	1
91.	Inverter Wired Battery Hot with Dash Mounted Switch	1
92.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) CS 1st Vertical	2
93.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure CS, front and rear of compartment	2
94.	Pre-Wire Power Distribution Module (Includes Operators Manual)	1
95.	Install Outrigger Interlock System	1
96.	Additional Electrical Accessory ALL LIGHTING AND WIRING REQUIREMENTS SHALL INCLUDE THE FOLLOWING: -All circuits will have the ability to be load managed, and load sequencing -All wire used will conform to SAE Standard J1292 for GXL insulation -All electrical components will be rated at 125% of the maximum intended load -Multiplex will be designed to survive extreme temperatures of up to 185F and sealed against moisture, salt, and fluid as well as protected against overvoltage and reverse polarity conditions -All Wiring will run in an enclosed loom or conduit and will be color-coded -All main power and battery connections will be covered in silicone-seal shrink tubing -All harness connections will be made with Deutsch weatherproof connectors -SCOTCHLOCK IS NOT ACCEPTABLE FOR ANY CRIMP CONNECTION -Open Crimp Type connectors are not acceptable or exterior connections, and electrical tape is not acceptable for any connection -Wherever practical wiring looms will be wired together, and clamped to bulkhead to insure maximum security and vibration resistance -All continuous runs of wiring will be supported at intervals of 16" or less -No loose wiring will be exposed or visible in truck cab	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
	-All wiring will be secured to the body with rubber coated metal cable clamps or altec equivalent	
97.	Additional Electrical Accessory Hubbell HBL2613 external charging receptacle	1
<u>Finishing Details</u>		
98.	Finish Paint Body Accessories Above Body Floor Altec White	1
99.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
100.	Apply Non-Skid Coating to all walking surfaces	1
101.	English Safety And Instructional Decals	1
102.	Vehicle Height Placard - Installed In Cab	1
103.	Placard, HVI-22 Hydraulic Oil	1
104.	Dielectric test unit according to ANSI requirements.	1
105.	Stability test unit according to ANSI requirements.	1
106.	Completed Test Forms To Be Included In The Manual Pouch	1
	A. Stability Test Form	
	B. Dielectric Test Form (For Insulating Units)	
107.	Pre-delivery / Customer Validation Inspection Required	1
108.	Regional Build	1
109.	Delivery Of Completed Unit Lowboy due to CNG chassis	1
110.	Inbound Freight	1
111.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
112.	TA55 FA Installation	1
<u>Chassis</u>		
113.	Chassis	1
114.	Altec Supplied Chassis	1
115.	2022 Model Year	1
116.	Freightliner M2-112	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
117.	4x2	1
118.	108 Clear CA (Round To Next Whole Number)	1
119.	Regular Cab	1
120.	Chassis Cab	1
121.	Cummins ISL G	1
122.	Gaseous Fuels	1
123.	320 HP Engine Rating	1
124.	Allison 3000 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1
125.	GVWR 37,600 LBS	1
126.	Spring Suspension	1
127.	23,000 LBS Rear GAWR	1
128.	11R22.5 Front Tire Goodyear G661 HSA 11R22.5X16 H tubeless	1
129.	11R22.5 Rear Tire Goodyear G661 HSA 11R22.5X16 H tubeless	1
130.	Air Brakes	1
131.	Park Brake In Rear Wheels	1
132.	016-013 - Freightliner Exhaust (Right-Horizontal-Back Of Cab-Horizontal) - Gas Only	1
133.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1
134.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1
135.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1
136.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1
137.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1
138.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1
139.	Chassis Idle Engine Shut-Down Required	1
140.	50-State Emissions	1
141.	Other Fuel Tank Size 60 DGE CNG Fuel Tank Mounted Back of Cab	1
142.	Chassis Without Front Frame Extensions	1
143.	3 Chassis Batteries	1

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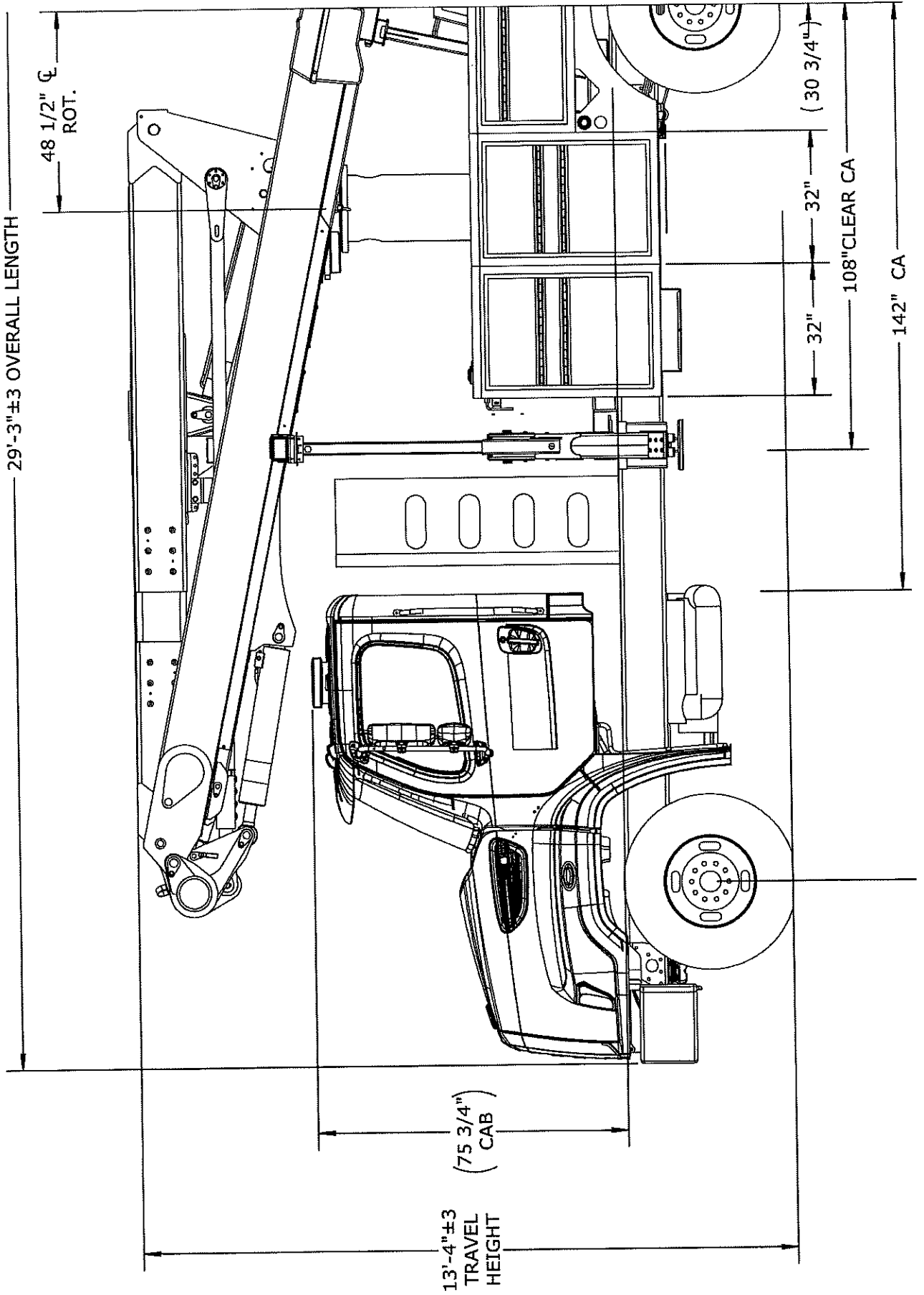
<u>Item</u>	<u>Description</u>	<u>Qty</u>
144.	Other Battery Capacity (CCA) 2250	1
145.	Battery Back Of Cab Left Hand	1
146.	Air Horn Under Cab	1
147.	AM/FM Radio	1
148.	12V DC Power Outlet	1
149.	Air Conditioning	1
150.	Keyless Entry Four (4) total key fobs	1
151.	Power Door Locks	1
152.	Power Windows	1
153.	Tachometer	1
154.	Dual Alternator (220 amp Minimum)	1
155.	Trailer Air Brake Package	1
156.	Air Ride Drivers Seat	1
157.	Air Ride Passenger Seat	1
158.	Additional Chassis Option Radio w/ aux input	1
159.	Additional Chassis Option SS & CS Westcoast style mirrors	1
160.	Additional Chassis Option SS & CS Grote #12173 8" offset ball and stud mirrors	1
<u>Additional Pricing</u>		
161.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
162.	Documentation Fees	1
163.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.	1
<u>Miscellaneous</u>		
164.	Extended Warranty For Travel, Labor, Material And Expense To End of 3rd Year (Day 91-1095). LR, LR-Elevators, TA Over 50FT and TA-Elevators	1

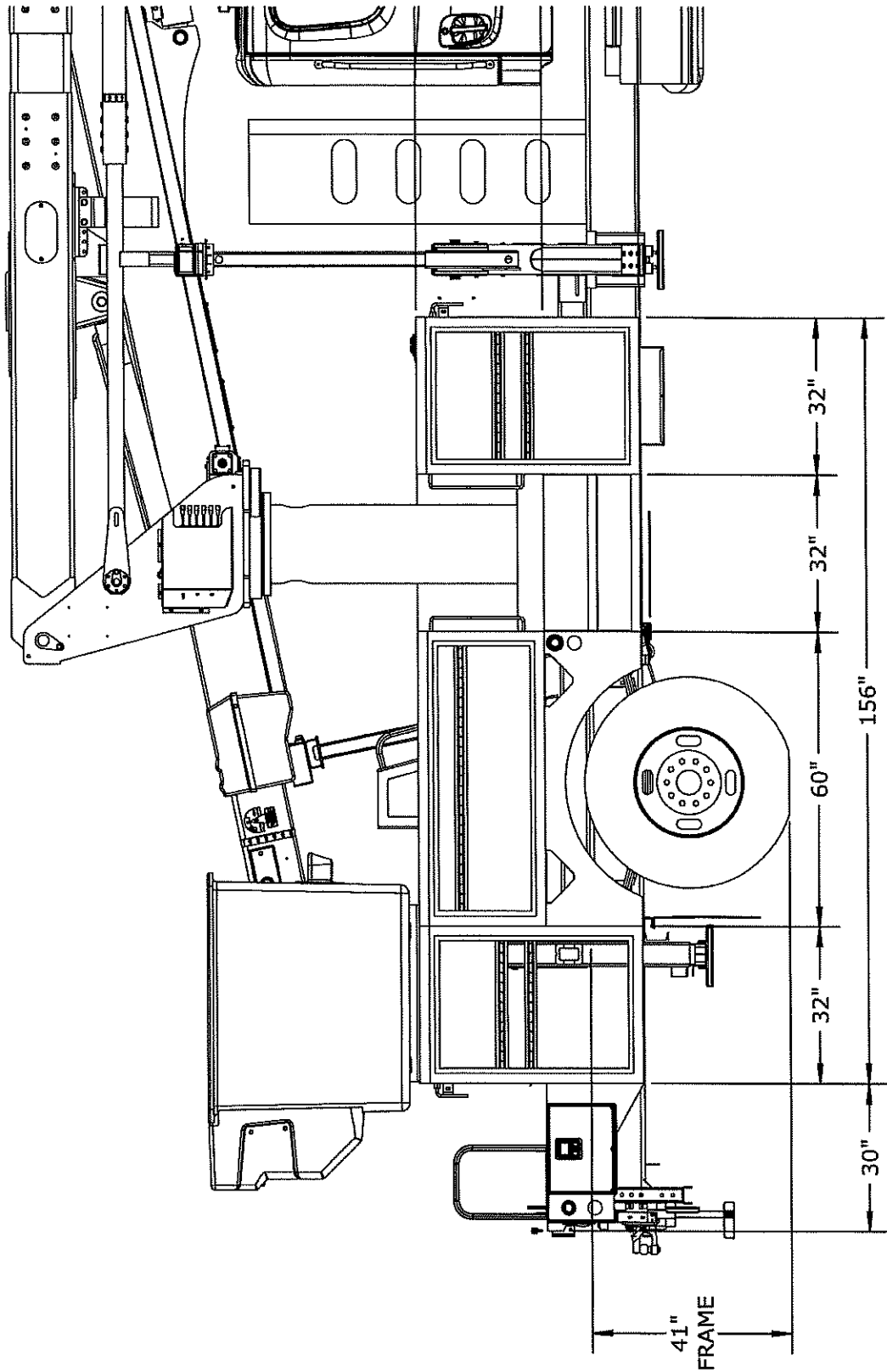
Altec Industries, Inc.

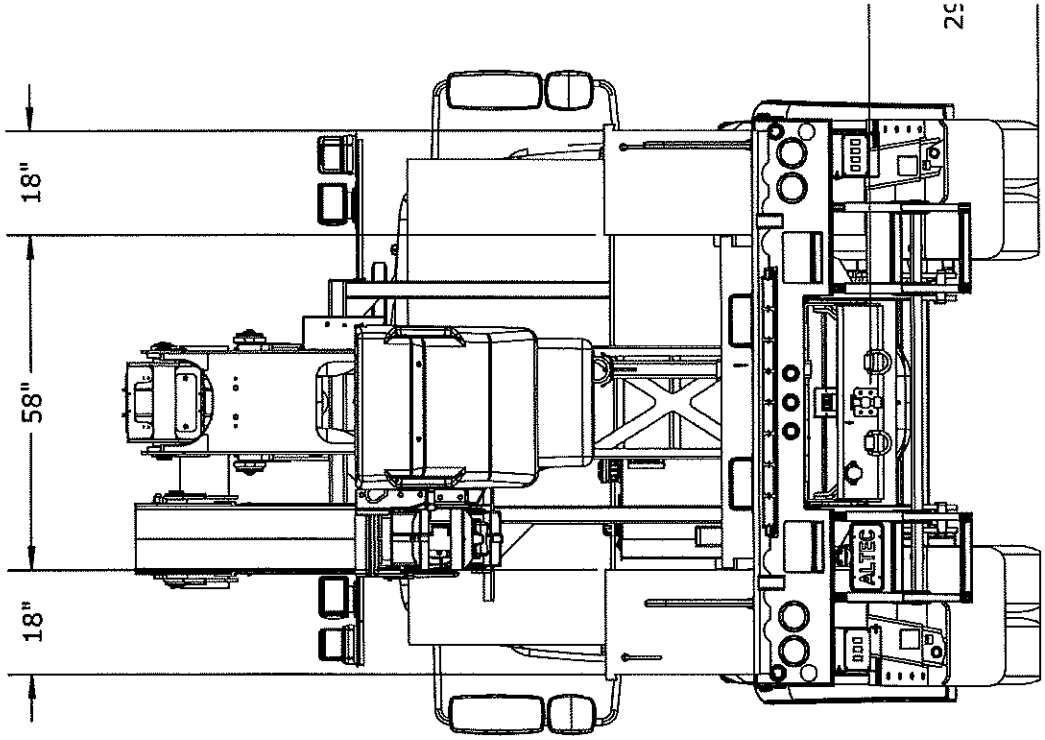
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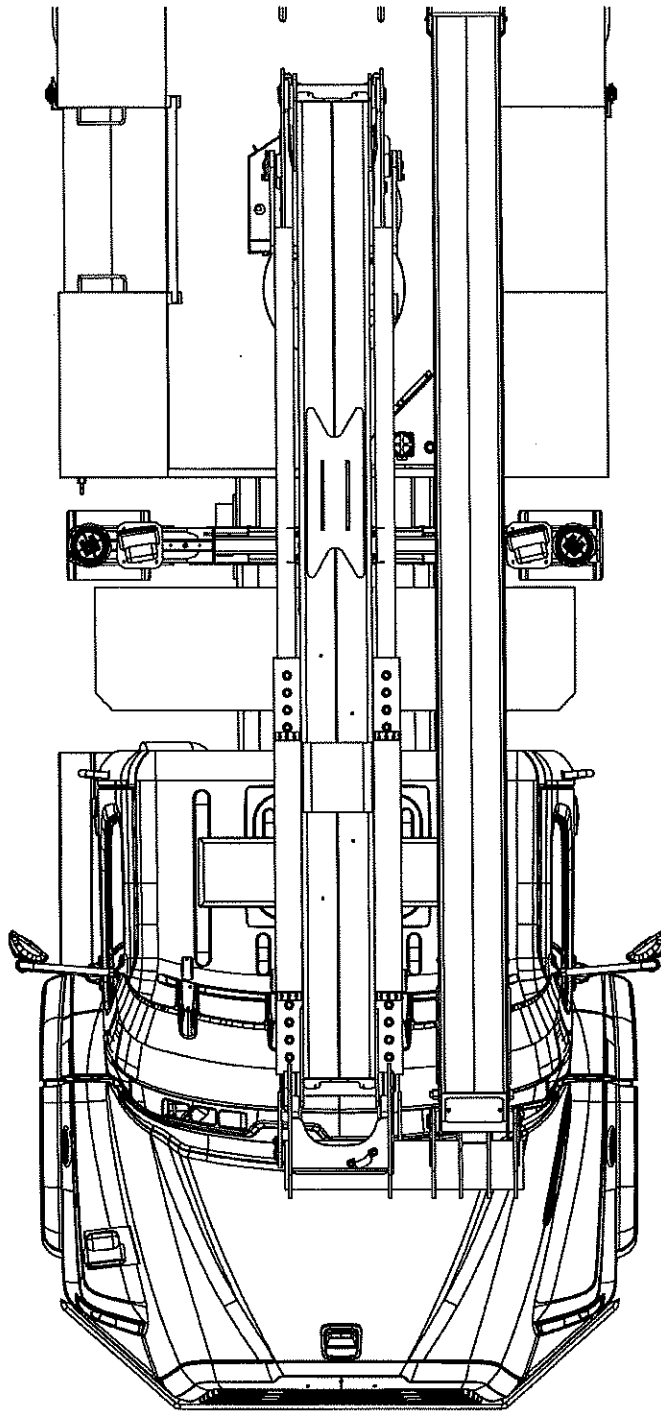
Antonyo Greene

Notes:







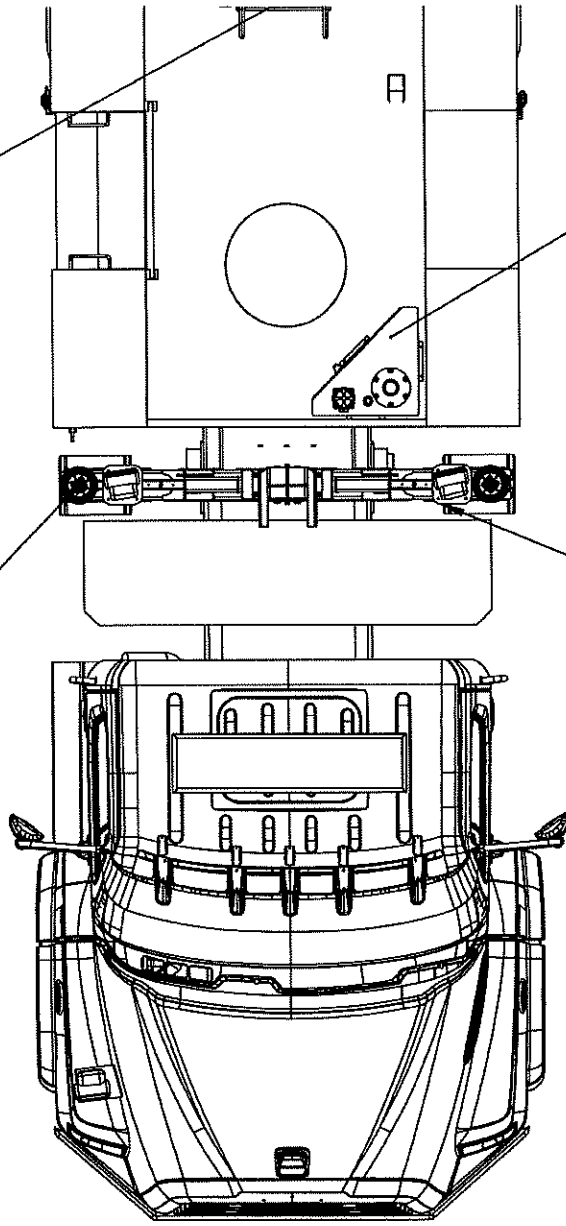


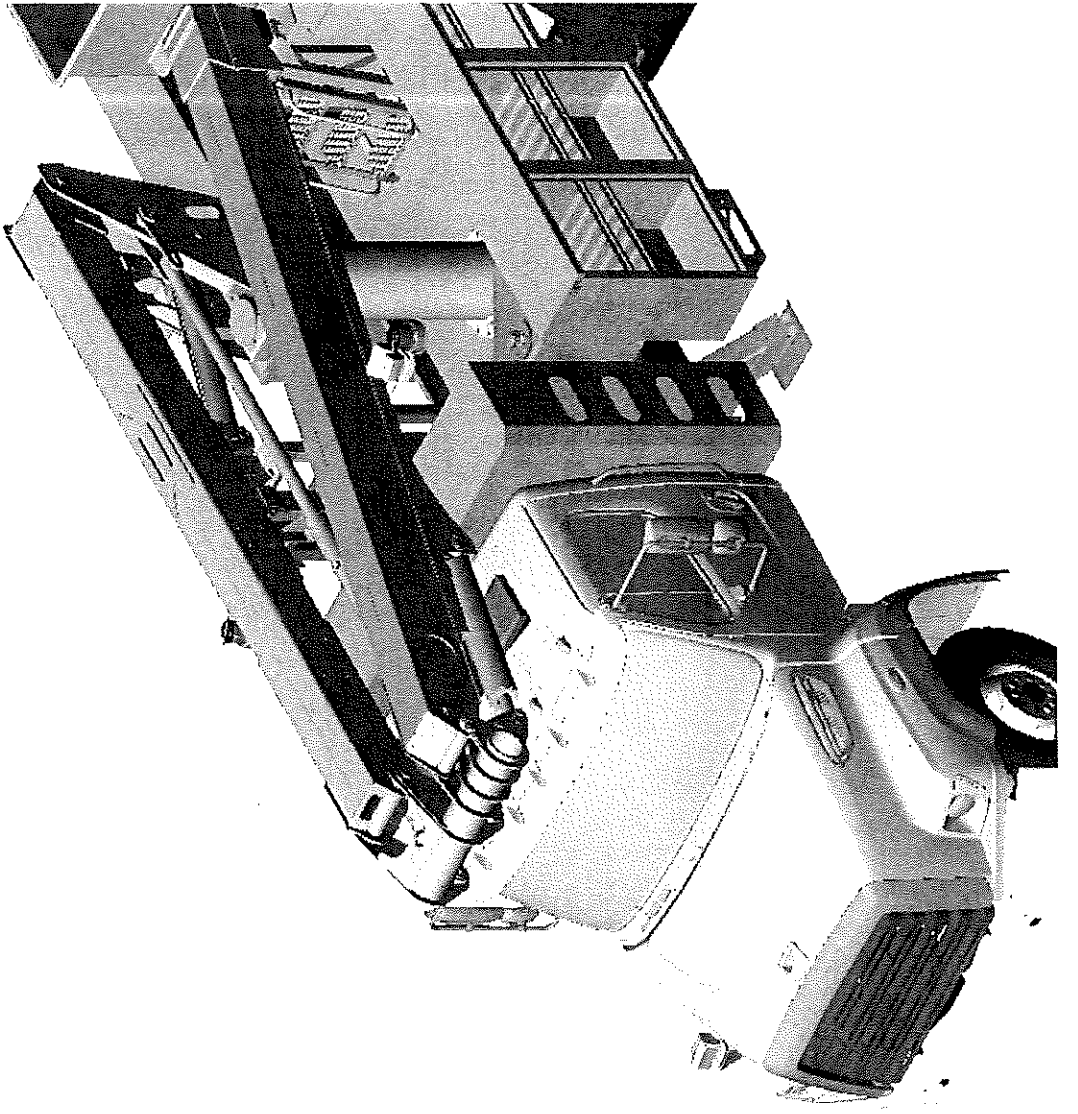
PLATFORM ACCESS
STEP

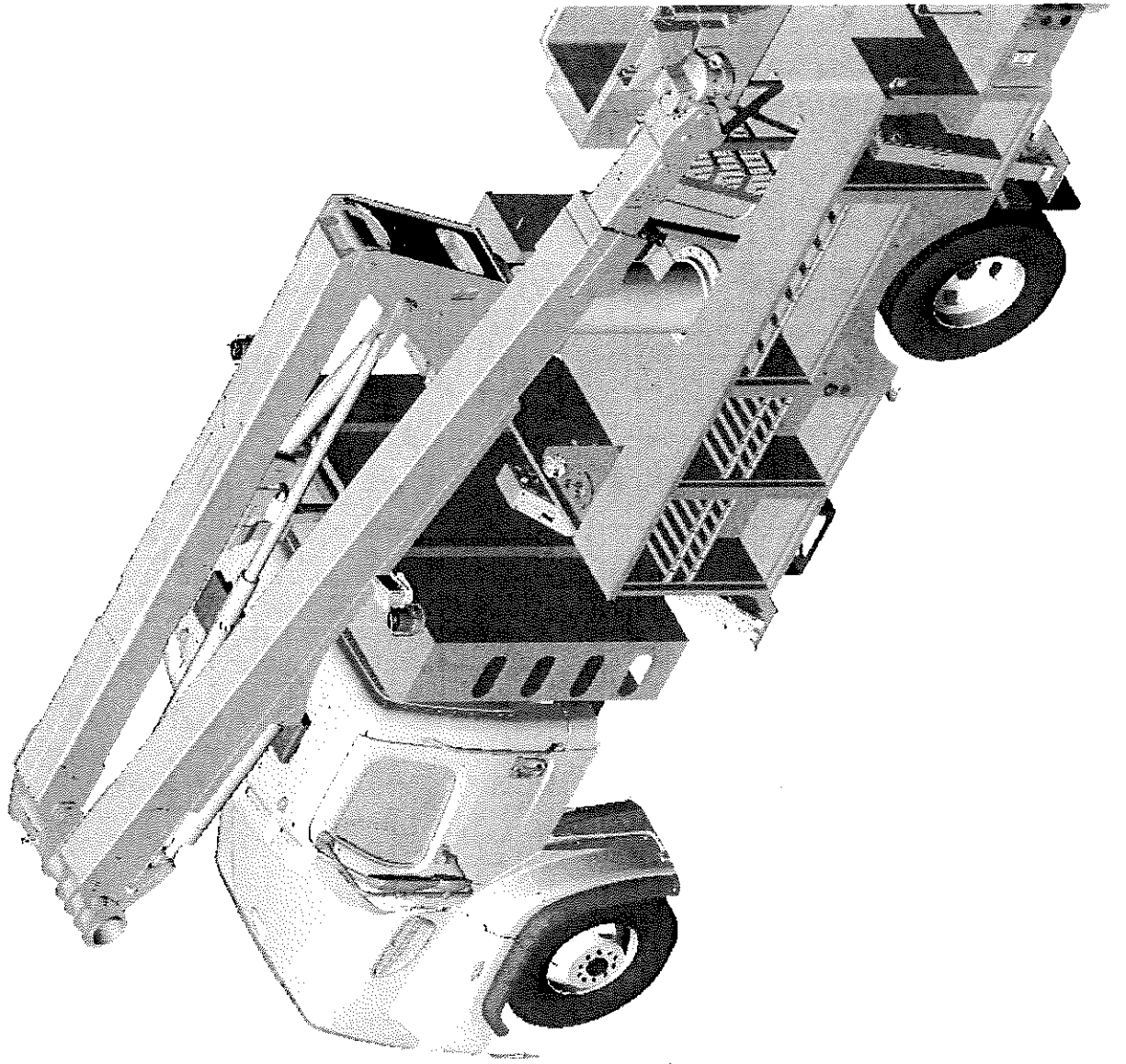
RESERV

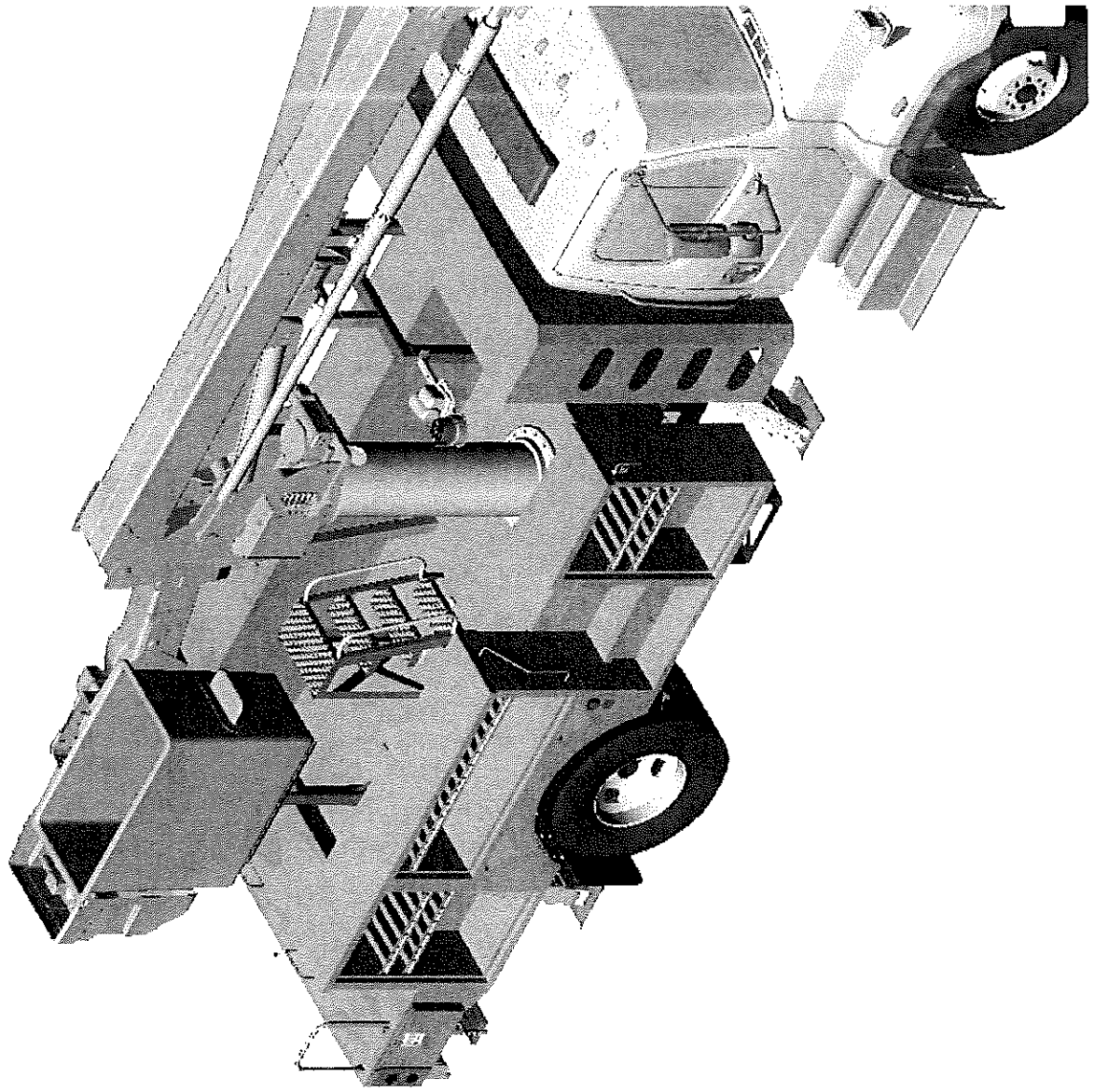
STROBE X2

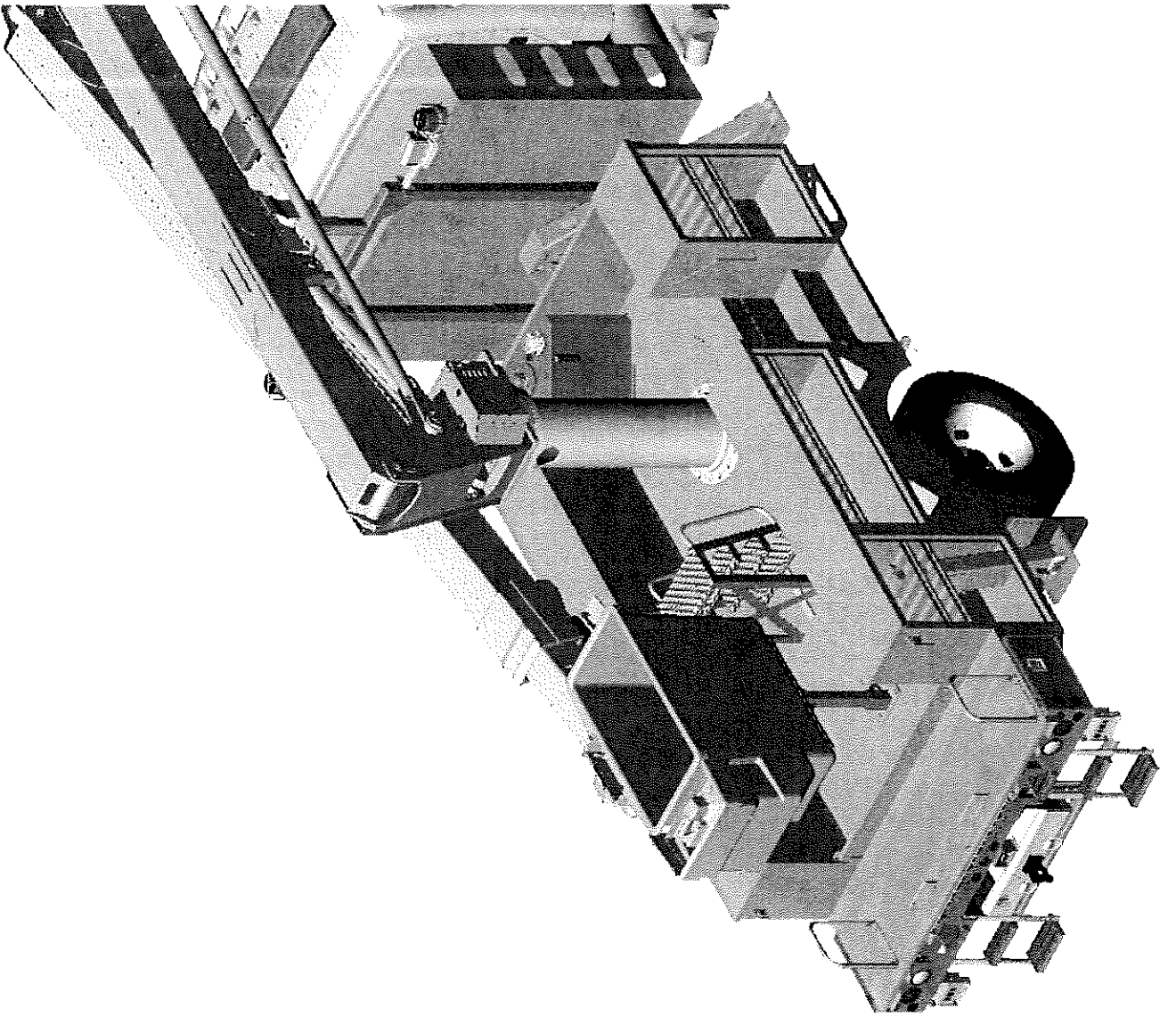
FLOOD LIGHT X2











Altec Industries, Inc. Provides the Following Warranties to the Original Purchase of an Altec Aerial Device Or Digger Derrick



ALTEC AERIAL & DIGGER DERRICK UNITS STRUCTURAL

Aerials and derricks designed and manufactured by Altec Industries, Inc., are warranted to be free from defects in material and workmanship at the time of initial delivery. This does not apply if the product has been modified or altered in any way by anyone other than an approved Altec representative.

For so long as the initial purchaser owns the product, Altec will, at its option, repair or replace any of the following major components found by Altec to be structurally impaired due to defects in material or workmanship which existed at the time of initial delivery: booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub bases, turntables, and reel lifting arms. No charge for parts or labor shall be made for such repair or replacement when performed at an Altec service facility. This warranty does NOT cover wear components.

APPLICABLE TO ALL ALTEC AERIAL & DIGGER DERRICK UNITS:

COMPONENTS

For 1 year following initial delivery of the product, Altec will, at its option, repair or replace any part found by Altec to be defective in material or workmanship at the time of initial delivery. During the first 90 days following initial delivery, no charge for parts, labor or travel to the customer's location shall be made for such repair or replacement at the customer's location. During the remainder of such 1 year, no charge for parts or labor shall be made for such repair or replacement at an Altec service facility.

ELIGIBILITY

- Warranty period begins at the time of initial delivery from Altec.
- All products must be properly installed, maintained, and serviced during the duration of the warranty coverage.
- This warranty is not transferable beyond the original owner.

EXCLUSIONS

This warranty does not cover:

- (a) products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins;
- (b) products which have not been mounted in accordance with Altec installation procedures;
- (c) products not manufactured by Altec which are supplied by Altec on special order;
- (d) products which are repaired without using original Altec parts; or
- (e) transportation or delivery to an Altec service facility or the customer's location.
- (f) replacement of rental charges, misuse, abuse, accidents, alteration or use in any way not recommended by Altec.

Any and all accessory items that are added to the body but not manufactured by Altec, such as inverters, compressors, liftgates, generators, corner mount cranes, etc., will be covered, if at all, by the accessory product manufacturer's warranty in effect at the time of delivery and will not be covered by any warranty extended by Altec.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.



ALTEC INDUSTRIES, INC. PROVIDES THE FOLLOWING WARRANTIES TO THE ORIGINAL PURCHASE OF AN ALUMINUM, FIBERGLASS OR STEEL ALTEC BODY:

UTILITY LINE BODIES

STRUCTURAL

Altec warrants the structural components of the steel, aluminum and fiberglass utility line body for **10 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles or labor in connection with any of the above.

SERVICE BODIES

STRUCTURAL

Altec warrants the structural components of the steel, aluminum and fiberglass service body for **6 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles for labor in connection with any of the above.

FORESTRY BODIES

STRUCTURAL

Altec warrants the structural components of the steel forestry body for **6 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles or labor in connection with any of the above.

APPLICABLE TO ALL ALTEC BODIES:

CORROSION

Altec warrants that its steel bodies will be free from rust-through for a period of 6 years from date of original purchase, under conditions of normal use and with regular maintenance. This warranty is void if the body has been used to transport corrosive materials.

COMPONENTS

Altec warrants that its bodies are free of defects in material and workmanship, under proper use, installation, application and maintenance, for 6 years from date of original purchase. This includes door hinges, door latches, and lock cylinders. Shelving is warranted to 250 pounds with a static load.

FACTORY-APPLIED FINISH COATING

Altec warrants against defects in material and/or workmanship of all top coat finishes applied by Altec or an authorized Altec representative for 1 year from the date of purchase. This warranty does not apply to any body purchased in prime paint. Any lettering or decals required following repair or replacement will not be covered under this warranty.

ELIGIBILITY

- *Warranty period begins at the time of initial delivery.*
- *All products must be properly installed, maintained, and serviced during the duration of the warranty coverage.*
- *This warranty is not transferable beyond the original owner.*

REPAIR/REPLACEMENT

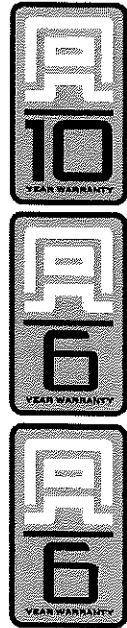
- Altec's obligation under these limited warranties is limited to repair, replacement, or credit, not to exceed Altec's suggested list price, at the option of Altec.
- Altec reserves the sole right to inspect any item claimed for warranty and decide the appropriate way to handle any and all claims, including the replacement or repair of the warranted part. No repair or replacement work commenced without prior written approval of an authorized Altec representative will be covered by these limited warranties.

EXCLUSIONS

This warranty does not cover:

- products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins;*
- products which have not been mounted in accordance with Altec installation procedures;*
- products not manufactured by Altec which are supplied by Altec on special order;*
- products which are repaired without using original Altec parts;*
- transportation or delivery to an Altec service facility or the customer's location, replacement rental charges, misuse, abuse, accidents, alteration or use in any way not recommended by Altec;*
- improper mounting, overloading, and severe off-road applications that cause fatigue cracking in the body structure as a result of twisting loads induced in the body exceeding the factory allowance when used in conjunction with 1) cranes, aerial and derrick devices without subbases and two sets of outriggers or 2) other configurations/applications resulting in the same; or*
- cosmetic cracks in fiberglass body gelcoat.*

Any and all accessory items that are added to the body but not manufactured by Altec, such as inverters, compressors, liftgates, generators, corner mount cranes, etc. will be covered, if at all, by the accessory products manufacturer's warranty in effect at the time of delivery and will not be covered by any warranty extended by Altec.





altec.com

FOR NEW EQUIPMENT SALES CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
OR VISIT US ONLINE AT altec.com

 **Altec.**

ARTICULATING TELESCOPIC
AERIAL DEVICE

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TA50/55/60

FEATURES

- Working Height up to 64.8 ft and Side Reach up to 40.1 ft
- 600 lbs Platform Capacity Regardless of Jib Capacity
- 4-Function Single Handle Upper Control
- Altec ISO-Grip® Control System
- Fiberglass Upper Boom & Lower Boom Insulator
- Insulated Aerial Device
- Continuous Rotation
- Articulating Arm Provides Upper Boom Compensation
- Hydraulic Platform Rotation and Tilt
- Full Pressure, Open Center Hydraulic System
- A-Frame Primary Outriggers
- Outrigger Motion Alarm and Outrigger Interlocks
- Two Sets of Hydraulic Tool Circuits at Platform
- Diagnostic Pressure Test Quick Disconnect Couplings
- Emergency Stop Valves at All Upper and Lower Control Stations
- Lower Boom Lifting Eye

OPTIONS

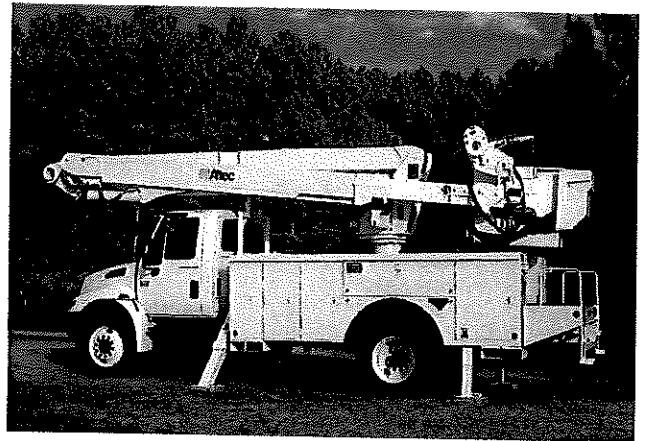
- Rear or Behind Cab Mount
- Altec ARM System
- Hydraulic Extend Jib
- 2-Man Platform with 180° Rotation
- Engine Start/Stop
- Remote Secondary Stowage
- Jib Adapter
- Phase Lifting Jib Attachment
- Auxiliary Outriggers
- Manual Throttle
- Platform Covers
- Intensifier at Boom Tip
- Tool Circuit Below Rotation
- Platform Elevator

Recommended safety equipment, available through Altec Supply, include a platform liner, fall protection system, wheel chocks and outrigger pads.

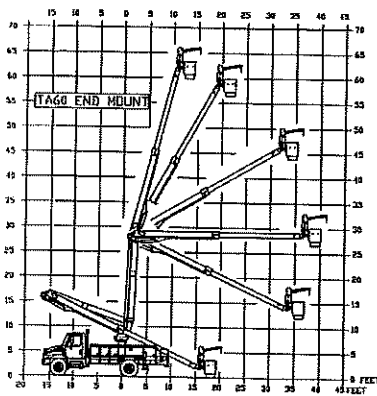
CONFIGURATIONS

	TA50	TA55	TA60
Ground to Bottom of Platform*	49.5 ft (15.1 m)	54.4 ft (16.6 m)	59.8 ft (18.2 m)
Working Height*	54.5 ft (16.6 m)	59.4 ft (18.1 m)	64.8 ft (19.8 m)
Maximum Side Reach @ Platform Height	36.2 ft (11.0 m) 19.9 ft (6.1 m)	38.3 ft (11.7 m) 22.7 ft (6.9 m)	40.1 ft (12.2 m) 25.6 ft (8.1 m)
Stowed Travel Height*	11.9 ft (3.6 m)	11.4 ft (3.5 m)	
Platform Capacity, Single 2-man	600 lbs (272.2 kg)		
Upper Boom Articulation	-25° to 75°		
Articulating Arm Articulation	5.25° to 92.5°	0° to 92.5°	
Rotation	Continuous		

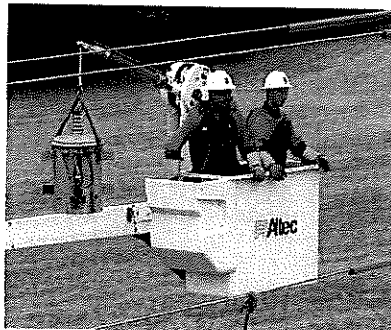
*Based on a 40 in (1016 mm) chassis frame height.



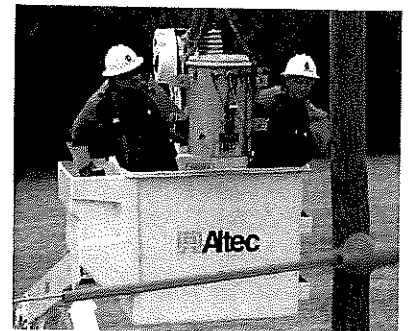
REACH DIAGRAM



OPTIONAL ALTEC ARM SYSTEM
PROVIDES THE UNIQUE ABILITY TO HANDLE
MATERIAL ON EITHER SIDE OF THE BOOM
TIP



ALTEC ARM JIB
MAKES REMOVING AND INSTALLING
TRANSFORMERS SAFER AND SMARTER®.



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Bid Results for Project Freightliner 55' Aerial Bucket Truck (ITB FS 20-055)

Issued on 07/02/2020

Bid Due on August 11, 2020 11:00 AM (Pacific)

Exported on 08/12/2020

Section	Description	UM	QTY	Terex	Terex - Comments	Altec	Altec - Comments	LA Freightliner	LA Freightliner - Comments
1	Vehicles Freightliner M2 112 Aerial Truck	EA	1	\$256,129.00		\$286,459.00	None	\$293,272.00	Truck less CNG fuel system
2	CNG CNG Conversion	EA	1	\$0.00	Included	\$0.00		\$23,350.00	CNG fuel system added in
3	Fees Tire Tax (per vehicle)	LT	1	\$12.00		\$10.50		\$10.50	\$1.75 per tire
4	Fees Delivery - nontaxable (per vehicle)	LT	1	\$0.00	Included	\$1,660.00		\$0.00	Included at no cost to you
5	Fees Sales Tax at 10.25% (per vehicle)	LT	1	\$26,253.00		\$29,362.05		\$32,462.47	Doc Fees not included Net 30
				\$282,394.00		\$317,491.55		\$349,094.97	
				Non Responsive Bid Rejected					

Award to lowest responsive bidder ALTEC Industries, Inc.

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