

BID NUMBER PA 05313

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



INVITATION TO BID
20 CY REAR LOADING LNG POWERED
REFUSE TRUCK

CONTRACT NO. **33798**

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: Whittier CITY CA STATE ON THE 8 DAY OF Dec, 20 14

COMPANY NAME: Los Angeles Truck Centers, LLC TIN: [REDACTED]

STREET ADDRESS: 2429 Peck Rd CITY: Whittier STATE: CA ZIP: 90601

PHONE: 909-510-4406 FAX: 909-510-4050

SI [Signature] (SIGNATURE) President (TITLE)

James A. Barker (PRINT NAME) CBarker@VVG-Truck.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) CFO (TITLE)

Bryan Kobus (PRINT NAME) BKobus@VVG-Truck.com (EMAIL ADDRESS)

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

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

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

3/31/15
Date

APPROVED AS TO FORM Dec. 16, 2014
Charles Parker City Attorney
[Signature] Deputy

BID NUMBER PA 05313

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of _____

Partnership State of _____

General Limited

Joint Venture

Individual DBA _____

Limited Liability Company State of CALIFORNIA

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

OPTIONAL

Ethnic (Check one):

- Black Asian Other Non-white
 Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CA

County of Los Angeles

On 8-13-13 Before me, Ardis Jones, Notary
DATE

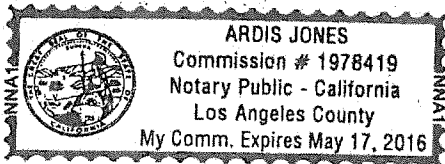
NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared

James A. Barker
NAME(S) OF SIGNER(S)

personally known to me - OR -

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



WITNESS my hand and official seal.

[Signature]

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

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.

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.

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____
 Circle appropriate designation: MBE WBE

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

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

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
 333 W OCEAN BLVD/PLAZA LEVEL
 LONG BEACH CA 90802

BID DUE DATE: AUGUST xx, 2013
TIME: 11:00 a.m.

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)
- | | |
|------------------|------------------|
| <u>SUSAN CHU</u> | (562) 570-6941 |
| BUYER | TELEPHONE NUMBER |
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
- | | |
|--------------------|------------------|
| <u>SUSAN CHU</u> | (562) 570-6941 |
| DEPARTMENT CONTACT | TELEPHONE NUMBER |

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 16.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) calendar days after the date of the Bid opening.

18. INTER-AGENCY PARTICIPATION:

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

YES NO

INSTRUCTIONS TO BIDDERS

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

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

CONTRACT – GENERAL CONDITIONS

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

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

D. INDEMNITY

- (1) 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 (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) 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").
- (2) 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.
- (3) If a court 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 (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

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

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20 CY REAR LOADING LNG POWERED REFUSE TRUCK

BID SUBMISSION INSTRUCTIONS

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

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

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Technical Specifications Checklist – ATTACHMENT A |
| <input checked="" type="checkbox"/> | Reference List |
| <input checked="" type="checkbox"/> | W-9 Form |
| <input checked="" type="checkbox"/> | Equal Benefits Ordinance Form |
| <input type="checkbox"/> | Faithful Performance Bond <small>PERFORMANCE BOND WILL BE PROVIDED AT AWARD OF</small> |
| <input checked="" type="checkbox"/> | Printout from Secretary of State website of business entity <small>CONTRACT</small> |

Bidder shall submit one (1) original of the bid marked "ORIGINAL" and one (1) copy marked "COPY". All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Susan Chu
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

PA 05313 20 CY REAR LOADING LNG POWERED REFUSE TRUCK

Bids must be received by 11:00 AM PDT, August 15, 2013. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

TIMELINE

Bid Release Date:	<u>July 30, 2013</u>
Approved Equals Request Due to City:	<u>August 03, 2013</u>
Response from City to Bidder:	<u>August 08, 2013</u>
Bids Due (no late bids will be accepted):	<u>August 15, 2013 by 11:00 AM PDT</u>

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.

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BRAND NAMES

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal."

The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

"APPROVED EQUALS"

"Approved Equal" means material or equipment which is "equal" in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The City of Long Beach, shall make the determination in advance, in its sole opinion and discretion, whether or not material or equipment offered as an equal is approved. The determination by the City of Long Beach shall be final.

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

FAITHFUL PERFORMANCE BOND

The successful bidder shall submit a Faithful Performance Bond for 100% of cost of bid. Successful bidder is only required to submit bond if award is made and notice is given from the City. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802. and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). You may only use bond form City supplies.

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

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AWARD

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

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

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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.

PA 05313
20 CY REAR LOADING LNG POWERED REFUSE TRUCK

BID SPECIFICATIONS

REQUIREMENTS

The City of Long Beach is soliciting bids for the one-time purchase of one (1) 20 CY Rear Loading LNG Powered Refuse Truck in accordance with the detailed specifications provided below and in Attachment A.

GENERAL CONDITIONS

The truck, cab and chassis, and refuse 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, and provisions of Cal OSHA. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not relieve the successful bidder from the responsibility of furnishing a complete truck, with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete unit and all components shall be standard and catalogued by major manufacturers.

INTENT OF SPECIFICATION

These specifications are intended to be a guide to describe the size, capacity, and performance desired. The truck shall be a heavy-duty vehicle capable of hauling a loaded 20 cubic yard rear loading refuse body at speeds up to 65 MPH, and shall be capable of pulling a 10% grade at 25MPH. A computerized projected engineering performance curve sheet prepared by the engine and transmission manufacturer shall be provided with the bid.

ADDITIONAL SPECIFICATIONS

Refer to ATTACHMENT A

PA 05313
20 CY REAR LOADING LNG POWERED REFUSE TRUCK

BID SECTION

UNIT COST FOR VEHICLE	\$ 258,145.01
TIRE TAX	\$ 17.50
SALES TAX (9.0%)	\$ 23,234.63
FAITHFUL PERFORMANCE BOND FEE (non-taxable)	\$ 400.00
SHIPPING/DELIVERY(non-taxable)	\$ INCLUDED
GRAND TOTAL	\$ 281,797.14

DELIVERY: 180-210 days/ARO

PAYMENT TERMS: 1% NET 30 BEFORE APPLICABLE TAXES
(include discounts, if any)

DELIVERY

Delivery of shall be to the City of Long Beach, Fleet Services Bureau, Attn: Rollie Harvey, 2600 Temple Avenue, Long Beach, CA 90806.

NOTE

An invoice will be required prior to vehicle completion. As such a Faithful Performance Bond for 100% of cost of bid shall be required. Please refer to section titled **FAITHFUL PERFORMANCE BOND** for details.

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). Please print legibly.

Contact Name: RON CREIGHTON

Direct Phone: 562-447-1515 Cell Phone: 562-755-6108

Email: rcreighton@lafreightliner.com Fax: 562-447-1544

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

INSTRUCTIONS	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
<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 WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	x		
<p>GENERAL: The cab and chassis shall be a new and unused Autocar 3 axle low entry ACX 64, LNG powered, tilting cab over engine configuration. The chassis must be designed for heavy duty municipal use and have a setback steering axle package to provide the best curb to curb turning radius possible. Unit is to be a single RIGHT HAND DRIVE model.</p>	x		2014 MODEL YEAR INCLUDES DUAL FLOOR & STEP OPTION.
<p>The refuse body shall be a 20 Cubic Yard rear loading packer, with a minimum 3 CY hopper.</p>	x		
<p>1. Chassis: Shall have a 152" wheelbase.</p>	x		
<p>a. Frame rails shall be 10.76"x3.50"x.375" with a section modulus 29.41 and RBM of 3,529,000 w/o frame insert.</p>	x		
<p>b. Center cross member shall be aluminum.</p>	x		
<p>c. End closing cross member shall be aluminum.</p>	x		
<p>d. All frame, and frame suspension fasteners shall be Huck type.</p>	x		
<p>e. Total chassis weight shall not exceed 15,800#.</p>	x		
<p>Note: Welding or drilling of the frame for body assembly is not acceptable.</p>			
<p>2. Engine: Shall be a Cummins 8.9L ISL G LNG powered, turbo aspirated engine.</p>	x		
<p>a. Shall have 320 HP @ 2000 RPM's</p>			
<p>b. Shall have 1000 ft-lb torque @ 1300</p>			

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
RPM's			
c. Governed engine speed 2200 RPM's	X		
d. Shall be CARB certified.	X		
3. Fuel System:			
The fuel system shall be LNG type, with the following.	X		
a. 119 gal. Stainless steel thermal tank, mounted on the right (curb) side.	X		a. 119 GALLON PROVIDED. ALSO WE ARE PROVIDING AS AN OPTION A 100 GALLON LNG TANK IF THERE IS A FRAME RESTRICTION LIMITATION FOR INSTALLATION OF THE 119 GALLON LNG. TANK. IF 100 GALLON LNG TANK IS REQUIRED DEDUCT \$1,000.00 FROM THE BID PRICING BEFORE APPLICABLE TAXES & FEES.
b. Stainless steel straps.	X		
c. Frame mounted fuel filter system.	X		
d. All stainless lines, and fittings.	X		
e. Methane detection system.	X		
4. Engine Equipment:			
a. Front mounted PTO (Spicer 1350)	X		
b. Electronic Cummins engine control.	X		
c. Vehicle governed speed limit 65 MPH (from prop shaft)	X		
d. Engine idle shut down.	X		
e. Chassis mounted natural gas fuel filter.	X		
f. 1300 sq.in 2row high capacity aluminum radiator.	X		
g. Pneumatic on/off Fan clutch (Horton).	X		
h. Charged air induction	X		
i. Serpentine belt drive system.	X		
j. Combination full flow, bypass oil filter.	X		
k. 15" Donaldson air filter.	X		
l. Donaldson air intake pre-cleaner.	X		
m. Chrome plated hood type air intake rain cap.	X		
n. Single vertical exhaust (left side), with rain cap.	X		
o. Stainless steel exhaust shield.	X		
p. Shield cover for the exposed engine portion behind cab.	X		
q. Gear driven Cummins Wabco 18.7 CFM air compressor.	X		
r. 200 Amp Delco alternator.	X		
s. 12V Delco Remy 39MT starter.	X		
5. Transmission:			
Shall be automatic, torque converter type with at least five (5) speeds forward and one (1) in	X		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
reverse with cast aluminum, or approved equal.			
a. Shall be an Allison 3000 series, 5 speed.	x		
b. Shall have an Allison electronic push button gear select mounted on cab center console within easy reach of operator.	x		
c. Shall have an oil to water type fluid cooler.	x		
d. Right side oil level and fill tube.	x		
e. Shall have Transynd synthetic trans fluid.	x		
f. Drive line shall be Spicer 1760HD half round.	x		
6. Front Axle:			
Front axle shall be a Meritor MFS-20, 20,000# rated steering axle.	x		
a. Shall have auxiliary load cushions.	x		
b. Taper leaf springs, 22,000# capacity.	x		
c. Double acting heavy-duty shocks.	x		
d. Aluminum piloted front hubs, with 285MM bolt circle.	x		
e. Scotseal Plus XL front hub oil seals.	x		
f. CR Zytel hubcap.	x		
g. Synthetic Dana Spicer EP75W90.	x		
7. Rear Axle:			
Shall be a Arvin Meritor RT40-145 tandem axle assembly, 40,000# capacity.	x		
a. Shall maintain a road speed of 65 MPH on level ground at governed RPM's.	x		
b. Synthetic rear axle lubricant. Scotseal Plus XL oil seals.	x		
c. 10 stud HD aluminum hub.	x		
d. Shall have a Hendrickson HMX-400 Halmax rear suspension, with 40,000# capacity.	x		
e. Double action heavy-duty shocks.	x		
f. 54" steel-rubber bushed rear suspension beams.	x		
g. Longitudinal and transverse steel-rubber bushed torque rods.	x		
8. Brakes:			
Shall meet the following minimums.			
a. Drum type S-cam on both axles. Wedge type is not acceptable on any axle.	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
b. Front of cab shall be equipped with towing air connections (service and emergency).	x		
c. 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.	x		
d. Air dryer shall be a Bendix Model AD-9 or approved equal.	x		
e. Low air pressure warning light, air gauge, and buzzer in cab.	x		
f. Manual ¼ turn drain valves on all air tanks.	x		
g. Aluminum air reservoir tanks, master drain cock mounted under battery box.	x		
h. Automatic air shut off valves to protect systems from leakdown.	x		
i. Shall be Bendix, 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.	x		
j. Heavy-duty brake package: Front shall be 16-1/2" x 7" inch, Rear shall be 16-1/2" X 8.62".	x		
9. Emergency:			
a. Shall be Anchorlock spring type, or approved equal, on rear axle and shall have Rockwell automatic adjusting slack-adjusters.	x		
b. Anti-compound brake valve shall protect brake system when emergency system is applied.	x		
c. System shall have a separate reservoir of a capacity to provide at least three (3) complete releases of the emergency brakes.	x		
d. System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station.	x		
e. System shall hold the vehicle when fully loaded and manned on a 20% grade.	x		
10. Steering:			

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
Shall meet the following minimums			
a. Shall be factory right-hand. <u>No controls or hardware shall be on left-hand side of cab.</u>	x		
b. Shall be power with integral valving, with changeable filter.	x		
c. Power steering pump shall be gear driven.	x		
d. Steering gearbox shall be at least 20,000 pound rating. Ross, Sheppard, or Saginaw brand, TRW or approved equal.	x		
e. Turning radius shall have at least a 50-degree wheel cut.	x		
f. 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.	x	x	STEERING WHHEL DOES ADJUST UP AND DOWN, NO TELESCOPING
11. Tires & Wheels:			
a. Front tires shall be Goodyear G289 WHA 315/80R22.5 L-22 PR tubeless.	x		
b. Front wheels shall be 22.5X9.0" polished Alcoa Dura Bright aluminum, with 3.12" inset.	x		
c. Rear tires shall be Goodyear G G289 WHA 315/80R22.5 L-22 PR tubeless.	x		
d. Rear wheels shall be 22.5X9.0" Alcoa Dura Bright polished aluminum.	x		
12. Cab Exterior:			
The truck cab shall be two sided galvanized steel in and out, and shall have all of the following:	x		
a. Double sided all steel doors, with 90° door straps.	x		
b. Two step entry enclosed behind full length doors.	x		
c. Curved front windshield.	x		
d. Curved rear corner glass.	x		
e. Flat rear glass.	x		
f. Hydraulic cab tilt with air assist.	x		
g. Brushed stainless steel grab handles at entry.	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
h. Twin air horns mounted under cab.	x		
i. Single electric horn.	x		
j. Chrome grill, with a bug screen mounted behind grill.	x		
k. Left and right stainless steel West Coast style mirrors, with short retractable arms.	x		
l. Left and right Grote #12173 8" offset ball and stud mirrors.	x		
m. Impact resistant fender extensions.	x		
13. Cab Interior:			
The truck cab interior shall have a minimum of the following.			
a. 16' dia. Two spoke steering wheel. Adjustable tilt steering column.	x		
b. Sears C2 air ride seat passenger left and right sides.	x		
c. Retractable 3 point seat belts, both sides.	x		
d. Black or dark gray vinyl seat covers.	x		
e. Rubber floor covering.	x		
f. Manual door glass regulators.	x		
g. Ceiling mounted AM/FM, CD stereo. Kenwood Model KDC-X396 or approved equal. See Section 15, subsection g.	x		
h. Roof mounted antenna.	x		
i. 2, dual cone speakers.	x		
j. 2, Console mounted power ports.	x		
k. Cab integral climate control. (Roof mounted A/C is not acceptable).	x		
l. Ignition and door entry keys are to be keyed alike.	x		
m. Camera monitor.	x		
n. Reflector flare kit mounted in cab, Grote #71422, or approved equal.	x		
o. 10# ABC fire extinguisher.	x		
p. Shall be equipped with a Vulcon Scale System model V-320/2-C43 (city standard).	x		
14. Cab Electrical:			
Instrument panel shall include at least the following control and indicator gauges			
a. Marine grade, backlit, self-cleaning toggles.	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
b. Shall have battery disconnect on drivers side.	x		
c. Shall have cab methane detector.	x		
d. Tachometer,	x		
e. Speedometer,	x		
f. Oil pressure,	x		
g. Water temperature,	x		
h. Dual air pressure,	x		
i. Fuel gauges (LNG only),	x		
j. Voltmeter,	x		
k. Oil pressure activated engine hour meter,	x		
l. Headlights,	x		
m. Dash lights,	x		
n. Ignition switch with key,	x		
o. Heater/defroster,	x		
p. Air conditioning,	x		
q. Windshield wipers,	x		
r. Emergency brakes,	x		
s. Hydraulic PTO switch,	x		
t. Turn signals, self canceling,	x		
u. Horn,	x		
v. Hazard lights,			
w. The electronic control for the packing blade shall be integral with cab manufacturers control module. located inside of cab within easy reach of the driver and be mounted on center console. Shall consist of; PTO, tailgate, and eject controls.	x		
15. Chassis Electrical:			
a. Chassis electrical system shall be a 12V negative ground system.	x		
b. 3 group 31 12V batteries, 2250 for CCA.	x		
c. Steel battery box with aluminum lid mounted on the left side.	x		
d. Back-up alarm, electric, with motion detector, Cal OSHA approved.	x		
e. Reflector flare kit mounted in cab, Grote #71422, or approved equal.	x		
f. 10# ABC fire extinguisher.	x		
g. One (1) Rear vision camera system to include a Mobile Vision AWT07MLED Monitor seven (7) inch model and a compatible Camera C1500-M11120	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
model or approved equal.			
<u>20 CY REAR LOADER:</u> It is the intent of these specifications to describe the minimum requirements for a high compaction rear loading refuse body. Must be capable of packing a minimum 800 pounds per cubic yard. Shall have a minimum two (2) yard bin tub bar type system, and two (2) residential cart dumpers/tippers integrated into the tailgate.	X		NEW WAY COBRA 20 CUBIC YARD REAR LOADER REFUSE COLLECTION BODY
<u>16. Body Dimensions:</u>			
a. Overall length shall not exceed 245 inches.	X		
b. Overall width shall not exceed 96 inches.	X		
c. Overall height above chassis frame shall not exceed 83 inches.	X		
d. Hopper loading sill shall be no more than 39 inches from ground level and a maximum of four (4") inches below chassis frame.	X		
e. Hopper opening width shall be at least 74 inches excluding container charging plate mechanism.	X		
f. A clear loading area for bulky material of at least 55 inches shall be provided.	X		
g. Center of rear-most axle to outside edge of hopper sill shall not exceed 100 inches.	X		
h. Gross weight including tailgate/hopper, hydraulic pump, tank, and lines to be at least 10,000 pounds but no more than 12,000 pounds.	X		
i. Capacity rating of at least 20 yards of dry refuses debris.	X		
<u>17. Body Construction:</u> The structural integrity of the heavy-duty body shall allow high density loading of not less than 1,000 pounds per cubic yard. The body shall be an integral unit with fully welded rows of box section reinforcement of the floor and horizontal side bracing on the side walls to distribute the high density loading forces throughout the entire structure. All welding to	X		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
<p>be performed by certified welders. Cutting of refuse body main frame structure to clear chassis components is an unacceptable construction method. The front of body shall be open to allow access to ejector blade and component servicing and repairs but may have body bracing as necessary. Body mounts to be heavy duty bracketry at corners of body with spring loaded independent mounts on the chassis to minimize transfer of torsional forces. The under body structure shall allow for non-restrictive positioning of the body on a low entry cab and chassis as described in this detailed specification. Exterior operating hoses, brackets, or linkage shall be protected by heavy duty shielding or covers with no sharp edges, with substantial strength to provide protection against tree limb damage.</p>			
a. Body roof shall be minimum 10 GA high tensile steel.	x		
b. Sides shall be a minimum 10GA high tensile steel.	x		
c. Floor sides shall be a minimum 10GA high tensile steel.	x		
d. Floor center shall be a minimum ¼" High tensile steel.	x		
e. Push out panel shall be a minimum ¼" High tensile steel.	x		
f. Sweep panel shall be a minimum ¼" AR 450 Metal or approved equal., with 5/8" breaker edge.	x		
g. Rear hopper floor shall be a minimum ¼" high tensile steel with a ¼" liner.	x		INCLUDES HIGH TENSILE HOPPER SIDES
h. The tailgate shall be pivoted at top of body with greasable extra heavy duty hinges, with a minimum pin diameter of two (2") inches, hydraulically raised, and hydraulically locked to the body on each side that will provide a water tight seal for at least eighteen (18) inches above the body floor.	x		
i. Tailgate lift and latch cylinders shall be at least 4" inches ID, single or double acting, with chrome plated, hardened, inertia	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
welded, and hydraulically cushioned.			
j. There shall be a restrictive method of controlling tailgate closing in the event of hydraulic component failure. Tailgate hydraulic lines to be shielded with metal guards to prevent branch damage	x		
k. The push out ram is to be low center mounted to prevent abnormal torque during packing and ejection of debris.	x		
l. The push out blade shape will be consistent with even debris distribution, fitted with multi-point bearing blocks.	x		
m. The packing system shall be actuated by not less than four double acting hydraulic cylinders located within the hopper area. The two packing cylinders shall have a minimum inside diameter of 4 1/2 inches and the two (2) sweep cylinders shall be a minimum inside diameter of 5 inches, Commercial Designed cylinders or approved equal. Cylinders shall have precision ground, polished, hard chrome plated and buffed rods. The rod wiper packing and ejector rings and seals shall be of the latest design and made of the best quality material obtainable from the hydraulic cylinder manufacturer.	x		
n. The load ejection cylinder shall be a double-acting cylinder, controllable in both directions at all times during body loading. The cylinder shall have a minimum inside diameter of six and one half (6-1/2") inches to insure efficient ejection and minimize hydraulic component wear. The ejection cylinder must maintain the required resistance against the push out blade at all times to assure uniform load density and develop sufficient force to assure clean ejection of maximum payloads. Stroke, shall be approximately 69" inches.	x		
o. Dual residential Perkins cart tippers, with a minimum lifting capacity of 250 pounds compatible with hydraulically operated container dumper system and integrated into hopper sill.	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
p. Tippers to include covers to eliminate trash spillage when using bin tub bar.	x		
q. The tipper installation shall not compromise the structural integrity of the hopper, loading sill, enforcement beams, or tub bar movement. Any modification to these areas must be fully engineered and approved by the body manufacturer.	x		
r. A drawing showing installation/construction detail shall be forwarded prior to manufacturing of unit for City of Long Beach approval.	x		
s. System shall contain an interlock that prevents the compacting mechanism from damaging the tipper when in the dump position.	x		
t. Tail gate lock, unlock, raise, and ejection shall be controlled from inside cab.	x		
u. Main control valve shall be mounted in body left front corner.	x		
18. Hydraulic Pump System: System shall incorporate externally adjustable relief valves to protect all hydraulic components from excessive pressure and overloads.	x		
a. All oil lines shall be seamless steel tubing; all hydraulic hoses used in the system shall have a minimum burst PSI of 400% greater than the maximum continuous working pressure (Parker 381 series hose is an acceptable standard).	x		
b. The hydraulic system shall be the "Silent" design type and include an engine mounted pump, crankshaft driven, Muncie. Driveline assembly shall have grease fittings.	x		
c. It shall include an air operated dry valve capable of delivering a sufficient volume of hydraulic fluid at the correct flow required to meet the cycle time and ejection time of the system at approximately 1200 RPM of vehicle engine speed.	x		
d. The pump shall be mounted on the frame and be crankshaft driven using a	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
dynamically balanced drive line assembly, and equipped with an adjustable speed control.			
e. Pump shall be of sufficient size to provide lowest possible engine RPM while operating packing system.	x		
f. The pump shall have over-speed protection.	x		
g. The hydraulic system shall be designed so that the volume of oil and the pressure of the oil is matched automatically to the requirements of the packing cycle or ejection cycle, without operator attention.	x		
h. System shall have a switch in the cab to start or stop the pump connected to the packer body hydraulic fluid on demand.	x		
i. The oil reservoir shall be non pressurized, mounted in the body forward of the push out blade, be of adequate size, design and capacity to supply the refuse body hydraulic system requirements without overheating the oil during a continuous 8 hour shift in ambient temperatures of 100F.	x		
j. A hydraulic oil cooler shall be installed to maintain a <u>maximum</u> oil operating temperature of 135 degrees.	x		
k. Suction line shall be sized such that the suction fluid velocity does not exceed the maximum recommended industry standard and the net suction "head" is within the pump manufacturers allowable range.	x		
l. The reservoir shall be provided with appropriate portal opening necessary to check fluid level, internal baffling, appropriate drainage opening, with gasketed cover, shutoff valves, filler port and breather cap, and a protected tube type sight gauge indicating the continuous fluid level between empty and full, with a built in thermometer.	x		
m. Capacity shall be at least sixty-five (65) gallons.	x		
n. The hydraulic system shall include a replaceable cleanable 140 micron suction	x		

CITY OF LONG BEACH
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 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
line filter and a replaceable cleanable 25 micron return line filter located above oil level for easy replacement.			
o. A shut off gate valve shall be installed in the suction line between the pump and reservoir.	x		
p. All filter assemblies shall be braced against vibration damage.	x		
ADDITIONAL EQUIPMENT:			
19. Body Lighting: All cab and body lighting shall be LED type rubber flush mounted type.	x		
a. Rear stop and directional lights shall be mounted approximately 60" in height on sides of hopper with appropriate bracketry and protection.	x		
b. Backup, tail and stop lights shall be rubber flush mount type and may be mounted in body loading sill.	x		
c. Clearance lights shall be rubber flush mount.	x		
d. Vehicle shall be equipped with a mid-body turn signal and front and rear identification lights, if required.	x		
e. All wiring shall be number coded, waterproof, mechanically protected and concealed in channel and/or sealed in conduit. Any time a wire passes through metal, the hole shall have a rubber grommet.	x		
f. All reflectors shall be 3" minimum diameter with an aluminum or plastic base.	x		
g. There shall be provision for mounting the license plate, properly illuminated.	x		
h. Mudguards shall be provided and installed, to comply with law, and prevent water, mud, and debris from getting on batteries, fuel tank, cab, or rear body steps. Mudguards shall be properly braced, and shall be installed forward of the rear axle and at front axle, as applicable.	x		
i. Mounting strips right and left sides of body, for community interest signs. To be determined at time of bid award.	x		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
surfaces to receive at least a four mil. Thickness coating of Dupont Imron 5,000 low Entire vehicle, excluding wheels, frame, and any bright metal or chromed accessories, shall be painted standard manufacturer's white.			
a. The frame shall be painted with Dupont, or approved equal, gloss black acrylic enamel with hardener.	X		
b. The packer body shall be Sikkens, Royal Blue FLMA, No. 5230, or approved equal	X		
23. Specialty Tools and Repair Manuals: Successful bidder shall supply any specialty tools, computer software, service manuals, parts manuals, bumper to bumper color coded as built air and electrical schematics with first truck delivered.	X		SERVICE MANUALS ON CD. FOR CUMMINS ISL G ENGINE SOFTWARE: ADD \$1650.00 TO BID PRICING IF CITY DEEMS NEEDFUL.
24. Warranty:			
a. 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, refuse body, engine, transmission and all related components.	X		LOS ANGELES TRUCK CENTER, LLC 2429 S. PECK ROAD WHITTIER, CA. 90601 OR SOUTH BAY TRUCK CENTER 21107 CHICO STREET CARSON, CA. 90745
b. The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 1 year from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.	X		SEE ATTACHED AUTOCAR, LLC LIMITED VEHICLE WARRANTY STATEMENT & WARRANTY
c. Warranty shall begin when the City of Long Beach places the unit in service.	X		
d. All transportation of vehicles for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.	X		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
e. Engine shall have a 2-year warranty.	X		
f. Transmission warranty shall be 4 years.	X		
g. The frame and fasteners shall have a 5 year warranty.	X		
h. Manufacturer shall provide a complete listing of numbers for all belts, filters and hoses.	X		
25. Warranty Performance:			
a. The contractor shall be required to provide service within one (1) working day after notification by telephone.	X		
b. If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.	X		
c. The vehicle manufacturer shall furnish all warranty documentation to the City.	X		
d. Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall take full responsibility for returning any defective parts to his supplier.	X		
e. Outside vendor repair facility parts and labor billing to go directly to manufacturer.	X		
26. Plans and Engineering Conference:			
Within 30 days after the contract has been awarded, the manufacturer shall participate in an engineering meeting at which time both the manufacturer and the City of Long Beach Fleet Services shall review specification for the equipment so both parties fully understand how the equipment shall be made. This meeting shall be held at the place of manufacture at an agreed upon time. All expenses shall be absorbed by the contractor including Food, lodging, and travel for the City of Long Beach representatives.	X		

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS1228
 20 CY REAR LOADING
 LNG POWERED REFUSE TRUCK

	COMPLY		SPECIFICATIONS COMMENTS / EXCEPTIONS
	YES	NO	
<p>27. <u>Pre-Paint Inspection:</u> Prior to painting, the City of Long Beach shall send 3 inspectors to the manufacturer's plant for a final pre-delivery inspection to verify that the automated refuse truck has been manufactured and is in compliance with the City of Long Beach's specifications. All expenses shall be paid for by the manufacturer including food, lodging and travel.</p>	x		
<p>28. <u>Legals:</u></p> <p>a. Contractor shall furnish a certified weight slip with each completed vehicle. x</p> <p>b. Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of bid award. x</p> <p>c. Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment. x</p> <p>d. Successful bidder must supply the City of Long Beach with a certified weight distribution analysis that verifies the legal payload of vehicle is in compliance with the California bridge law. x</p> <p>e. Contractor shall furnish all paperwork necessary for DMV registration at time of delivery. <u>(no exceptions)</u>. x</p>			
<p>29. <u>Training:</u> Successful bidder shall be required to train operators one full day and to train mechanics in preventative maintenance and specialized repair of equipment one full day. x</p>			
<p>30. <u>Liquidated Damages:</u> The first unit shall be delivered within 180 days of the issuance of the purchase order. If these conditions are not met there will be a \$100 a day penalty per unit charged to the successful bidder. Upon delivery of the first unit all others will follow at a rate of (1) one unit per week until order is complete. x</p>			DELIVERY WILL BE APPROXIMATELY 180-210 DAYS AFTER RECEIPT OF ORDER FROM THE CITY OF LONG BEACH PURCHASING DEPARTMENT.



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

Reference Information Form

Client/Contractor Name CITY OF PASADENA
 Project Manager/Contact Name GEORGE ALEMAN E-mail galeman@cityofpasadena.net Ph. No. 626-744-4374
 Address 323 W. MOUNTAIN STREET PASADENA, CA. 91103
 Project Description CNG REFUSE TRUCK SIDE LOADING
 Project Dates (Start and End) 4/6/2013 Contract Term(s) NET 30 Contract Amount \$896,452.52

Client/Contractor Name CITY OF LOS ANGELES HARBOR DEPARTMENT PORT OF LOS ANGELES
 Project Manager/Contact Name DAVID OROZCO E-mail dorozco@portofla.org Ph. No. 310-732-3403
 Address 500 PIER "A" STREET, BIRTH 161 WILMINGTON, CA. 90744
 Project Description BID NO. F-804 CONTRACT 39647 QTY (2) CNG FREIGHTLINER 114SD DUMP TRUCKS
 Project Dates (Start and End) 2-7-2013 Contract Term(s) net 30 Contract Amount \$389,231.00

Client/Contractor Name CITY OF SAN DIEGO
 Project Manager/Contact Name CHRIS SANDOVAL E-mail sandovalc@sandiego.gov Ph. No. 858-526-2301
 Address 1200 THIRD AVENUE, SUITE 200 SAN DIEGO, CA. 92101-4195
 Project Description AUTOMATED SIDE LOADING REFUSE TRUCKS
 Project Dates (Start and End) 3/2/11 - 3/1/15 Contract Term(s) NET 30 Contract Amount \$10,000,000.00 +

Client/Contractor Name CITY OF BEVERLY HILLS
 Project Manager/Contact Name CRAIG CROWDER E-mail ccrowder@beverlyhills.org Ph. No. 310-245-2783
 Address 9355 W. THIRD STREET BEVERLY HILLS, CA. 90210
 Project Description AUTOMATED REFUSE TRUCKS
 Project Dates (Start and End) 10/29/12 Contract Term(s) NET 30 Contract Amount \$662,131.58

Client/Contractor Name CITY OF LONG BEACH WATER DEPARTMENT
 Project Manager/Contact Name RACHAEL DAVIES E-mail _____ Ph. No. 562-570-2393
 Address 1800 W. WARDLOW ROAD LONG BEACH, CA. 90807
 Project Description LNG POWERED DUMP TRUCKS
 Project Dates (Start and End) 3/11/2013 Contract Term(s) NET 30 Contract Amount \$380,841.76

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) LOS ANGELES TRUCK CENTER, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 2429 S. PECK ROAD	Requester's name and address (optional)
City, state, and ZIP code WHITTIER, CA. 90601	
List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number
94 : [REDACTED]

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

Part II Certification

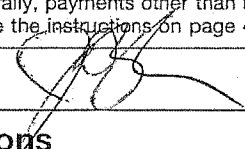
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶



Date ▶ 8/13/13

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: LOS ANGELES TRUCK CENTER, LLC Federal Tax ID No [REDACTED]
Address: 2429 S. PECK ROAD
City: WHITTIER State: CA. ZIP: 90601
Contact Person: RON CREIGHTON Telephone: 562-447-1515
Email: rcreighton@lafreightliner.com Fax: 562-447-1544

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

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

___ Yes ___ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 14 day of AUGUST, 2013, at WHITTIER, CA.

Name RON CREIGHTON

Signature *Ron Creighton*

Title FLEET & MUNICIPAL SALES

Federal Tax ID No [REDACTED]

BID NO: PA 05313
BOND NO: _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, _____, located at _____, as PRINCIPAL, and _____, a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____, and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20_____.

CONTRACTOR / PRINCIPAL
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

SURETY
By: _____
Name: _____
Title: _____
Telephone: _____

Approved as to form this _____ day of _____, 20_____
ROBERT E. SHANNON, City Attorney
By: _____ Deputy

Approved as to sufficiency this _____ day of _____, 20_____
By: _____ City Manager / City Engineer

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)

PROGRAM PROCEDURES AND GOALS

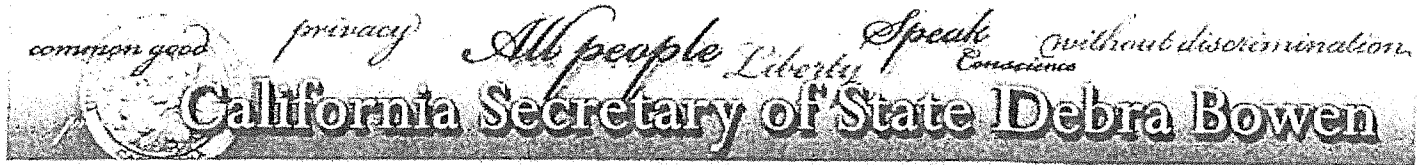
The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. **Although SBE/VSBE/LSBE subcontracting goals were not assigned to this procurement, the City strongly encourages SBE and VSBE firms to submit bids/quotes on this procurement opportunity.**

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to www.longbeach.gov/purchasing and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.



Business Programs

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

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Contact Information

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- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Search

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

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

To conduct a search:

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

Search Type:

Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

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

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

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Secretary of State

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Business Entities (BE)

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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 13, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	LOS ANGELES TRUCK CENTERS, LLC
Entity Number:	199816810026
Date Filed:	06/17/1998
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2429 S. PECK ROAD
Entity City, State, Zip:	WHITTIER CA 90601
Agent for Service of Process:	VIRGINIA VIERRA
Agent Address:	2429 S. PECK ROAD
Agent City, State, Zip:	WHITTIER CA 90601

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

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

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

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

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Quality Assurance Department

REPORT OF TEST AND ANALYSES

Y E N D O R	ARCELORMITTAL, BURNS HARBOR LLC 250 WEST US HIGHWAY 12 BURNS HARBOR, IN 46304-9745	S L D T O	STATE STEEL SUPPLY CO PO BOX 3224 214 COURT ST SIOUX CITY IA 51101	S H I P T O	STATE STEEL SUPPLY CO THEIR SIDLINS SIOUX CITY IA
SHIPMENT NO.	805-38225	DATE SHIPPED	08/07/12	MILL ORDER NO.	ISO-YH 874-31634
GAUGE	.2430 M	WIDTH	60 IN	LENGTH	COIL IN
COIL NUMBER		WEIGHT		HEAT NUMBER	TEST LOC.

CUSTOMER APPLICATION: PAINTED PARTS

SPECIFICATION: HOY ROLL BLACK HSLAS DRY MILL EDGE---ASTM A1018-LATEST REV SLAS-F GR 50

ITEM - TEST RESULTS

COIL NUMBER	HEAT NUMBER	TEST LOC.	YLD ST	TENSILE	ELONG-T
395405	47190	813Y63650 F	62.6	72.5	2 33
395407	46850	813Y63650 F	62.6	72.5	2 33
395457	47410	823Y63650 F	62.6	72.5	2 33
395472	47510	823Y63650 F	62.6	72.5	2 33

1/4 Grade (50) x 60 wide

CHEMICAL ANALYSIS

MELTED AND MANUFACTURED IN THE U.S.A.

HEAT NUMBER	C	Mn	P	S	Si	Cu	Ni	Cr	Mg	V	Ti	Al	Ca	N	IN
813Y63650	.06	.83	.014	.005	.055	.023	.02	.04	.009	.002	.002	.033	.041	.005	.002
CO		PB	AS	ZR	W	MG	CA								
	.003						.0002								
823Y63650	.06	.83	.014	.005	.055	.023	.02	.04	.009	.002	.002	.033	.041	.005	.002
CO		PB	AS	ZR	W	MG	CA								
	.003						.0002								

Verify that the above results are a true and correct copy of records reported and witnessed by Accredited Personnel in compliance with all requirements of the specification cited above.

Test certificates prepared in accordance with procedures set forth in ASTM E1028-02a 1998 3.1

UNIVISION MANAGER
QUALITY ASSURANCE

D. J. FARRELL



**Autocar, LLC
LIMITED WARRANTY CERTIFICATE**

(This warranty certificate is applicable only to vehicles with 2010 emissions compliant engines.
For vehicles built prior to March 2010 with non-2010 emissions compliant engines, refer to document AWO 05003.
For vehicles built prior to 01 January 2007, refer to document AWO 05002.)

**THIS DOCUMENT CONSISTS OF TWO PAGES.
PLEASE READ THE IMPORTANT PROVISIONS ON BOTH PAGES OF THIS DOCUMENT.**

Autocar, LLC (Autocar) warrants the chassis of each new Autocar low-cab-over-engine class 8 vehicle under original ownership and operated exclusively in the 50 states of the United States of America and in Canada and placed in service in or after 2010 with 2010 emissions compliant engines (Autocar Chassis), specifically excluding the body installed on the chassis, to be free from material defects in materials and workmanship upon the conditions, as limited and as otherwise set forth below and on the second page of this document (Limited Warranty).

1. Warranty Periods (subject to Limitations and Exclusions below and on Page 2)

- A. All warranty periods begin on the date and at the mileage/hours-in-service when the Autocar Chassis is placed in service.
- B. **BASIC WARRANTY TERM:** 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first.
- C. **DRIVELINE (CARRIER BEARINGS, HANGERS AND SHAFTS) AND REAR AXLE (DIFFERENTIAL CARRIER ASSEMBLY AND AXLE HOUSING) WARRANTY TERM:** 36 months, 300,000 miles/483,000 kilometers or 9,000 hours-in-service, whichever occurs first.
- D. **CAB WARRANTY TERM:** 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first, for cab structure. 36 months, 300,000 miles/483 kilometers or 9,000 hours-in-service, whichever occurs first, for cab corrosion, limited to metal perforation (surface corrosion not covered).
- E. **FRAME, CROSS MEMBERS AND FRAME BRACKETS FOR ENGINE/SUSPENSION MOUNTING WARRANTY TERM:** 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first.

2. Autocar's Obligations and Discretion

- A. Autocar's obligations are limited to the repair or replacement, at its sole option, of parts or components of the Autocar Chassis which are determined by Autocar in its sole discretion to be defective. At Autocar's option, parts or components may be replaced with factory rebuilds. Replaced parts or components are the property of Autocar.
- B. Warranty repairs and replacements performed by an authorized Autocar dealer or authorized repair facility in accordance with the terms of this Limited Warranty are free of charge to the original owner of the Autocar Chassis.

3. Limitations

- A. This Limited Warranty is not extended for any time out of service for repairs.
- B. This Limited Warranty covers only defects which are brought to the attention of an authorized Autocar dealer or authorized repair facility immediately upon discovery.
- C. **THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY AUTOCAR FOR YOUR AUTOCAR CHASSIS. AUTOCAR ASSUMES NO OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH YOUR AUTOCAR CHASSIS OR YOUR VEHICLE. AUTOCAR DOES NOT AUTHORIZE YOUR SELLING DEALER, YOUR BODY MANUFACTURER OR ANY OTHER PERSON OR ENTITY TO ALTER, AMEND OR OTHERWISE CHANGE THIS LIMITED WARRANTY IN ANY MANNER.**
- D. **AUTOCAR IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES YOU MAY CLAIM AS A RESULT OF THE USE OF YOUR AUTOCAR CHASSIS, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, DOWNTIME EXPENSES AND ANY OTHER COMMERCIAL LOSSES.**
- E. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



F. Autocar reserves the right to make changes at any time in the design, materials and specifications of the Autocar Chassis and has no obligation to make similar changes or updates in Autocar Chassis manufactured previously.

G. Autocar will not be responsible for warranty claims, product liability claims or the cost of recall actions resulting from improper conversion or body installation performed by third parties engaged by the original owner.

4. Exclusions (NOT covered by this Limited Warranty)

A. **ENGINE, TIRES AND AUTOMATIC TRANSMISSION:** The engine, tires and automatic transmission are not covered by this Limited Warranty and are warranted by their respective manufacturers.

B. **DAMAGE:** Damage due to accidents, misuse, negligence, improper operation, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to promptly bring a defect to the attention of an authorized Autocar dealer or authorized repair facility immediately upon discovery and improper or insufficient required maintenance.

C. **APPLICATION:** Problems with configuration for the Autocar Chassis' application, including but not limited to incorrect axle or transmission gear ratios, failures caused by operation in excess of factory-rated load capacities or failures caused by use in a manner for which the Autocar Chassis was not intended. The selling dealer has responsibility for determining and documenting the correct use and application of the Autocar Chassis by the owner in the final order configuration. Autocar must have access to all data stored in all electronic control modules of the Autocar Chassis; denial of access may result in loss of warranty coverage.

D. **ENVIRONMENTAL DAMAGE:** Damage to parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been exposed to the elements or chemicals, including but not limited to road salts, industrial fall-out or improper cleaners, polishes or waxes.

E. **GLASS:** Glass breakage and scratches (unless proof of material defect is established to Autocar's reasonable satisfaction).

F. **SEVERE SERVICE:** Failure due to severe service of suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings.

G. **ALTERATIONS:** Any Autocar Chassis repaired, maintained or altered in any manner inconsistent with Autocar service policies and procedures or by a third party other than an authorized Autocar dealer or authorized repair facility.

H. **INSTALLED BODY AND OTHER EQUIPMENT:** Failure, damage or defects caused by, and repairs and replacements necessitated by, improper conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers, including without limitation modification of the Autocar Chassis, or modification or removal of a component, in violation of Federal Motor Vehicle Safety Standards, the Incomplete Vehicle Document provided with the Autocar Chassis or the Body Builder's Installation Manual or comparable document issued by Autocar and applicable to the vehicle.

I. **ROUTINE MAINTENANCE:** Routine maintenance, including but not limited to replacement of oil filters, adjustments of the engine, injection pump, transmission, brakes and linkages, and all related adjustments, diagnoses and tests. Parts normally consumed or worn out during a vehicle's normal service life and customarily replaced during routine maintenance, including but not limited to bulbs, brake and clutch linings, bushings, belts and wiper blades are not covered after the first 30 days of the term of this Limited Warranty.

J. **ALIGNMENT:** Alignment of axles and balancing of tires, including but not limited to changing of axle camber, caster, toe and thrust angle settings.

K. **NON-GENUINE PARTS:** Any Autocar Chassis repaired by use of parts, accessories, assemblies and exchange units which are not genuine Autocar replacement parts.

L. **CAB STRUCTURE AND CORROSION:** Structural defects or corrosion that occur in areas of the cab that have been previously damaged, repaired, altered or modified.

M. **ALTERED ODOMETER READING:** Any Autocar Chassis on which the odometer has been disconnected or the mileage reading has been altered.

N. **CERTAIN LABOR:** Premium for overtime labor and shift differential and additional labor for an otherwise warrantable repair due to conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers.

O. **MISCELLANEOUS EXPENSE:** Road service, towing, rental expenses, meals, lodging, telephone calls, travel time, loss of cargo, downtime, shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by parties other than an authorized Autocar dealer or authorized repair facility.

P. **ADDITIONAL COMPONENTS:** Accessories, components or parts that are not installed by an authorized Autocar dealer or authorized repair facility.

WARRANTY COVERAGE

The official Autocar Limited Warranty Certificate is included with the product documentation at the time of sale. Dealers perform the covered warranty repairs at no charge to the vehicle owner and submit a claim for reimbursement for the cost of the repairs to Autocar.

Subject to the exclusions set forth in the Limited Warranty Certificate, Autocar warrants each new Autocar-manufactured vehicle to be free from defects in material and workmanship under normal use up to the periods specified in the Basic Warranty section, provided all Autocar maintenance requirements found in the Operator's Manual are followed. All warranty periods are calculated from the date the vehicle was placed in service. All coverage is 100% for parts and labor, except as noted. Refer to the Limited Warranty Certificate as referenced in *Appendix B* for specific terms and conditions of the warranty.

Limitation of Remedies

The vehicle owner's remedy is limited to repair or replacement of the part or component which is defective. The Limited Warranty Certificate contains the sole and exclusive warranty for Autocar vehicles.

Autocar Warranty Coverage

Basic Warranty

The basic warranty is for 12 months, 100,000 miles (161,000 kilometers), or 3,000 hours, whichever occurs first.

Frame Warranty

The frame is warranted for 5 years, 500,000 miles (804,500 kilometers), or 15,000 hours, whichever occurs first. Coverage includes the frame, crossmembers and frame brackets for engine mounting.

Driveline and Rear Axle Warranty

The driveline and rear axle are warranted for three years or 9,000 hours, whichever occurs first.

NOTE - Rear drive axle warranty claims require that Arvin-Meritor's OnTrac service be contacted. See *Appendix A* for Arvin-Meritor's contact information. After submitting the details of the axle failure to Arvin-Meritor, they will provide a case number for further processing. OnTrac will provide repair instructions and an authorization number for the repair. Any necessary repair parts can be obtained by contacting the Autocar Warranty Department. When submitting a warranty claim to Autocar, the claim must contain the Arvin-Meritor case number and the repair authorization number.

Cab Structure and Corrosion Warranty

The cab structure is warranted for 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first. Cab corrosion which results in perforation of the metal is warranted for 36 months, 300,000 miles/483,000 kilometers or 9,000 hours-in-service, whichever occurs first. Surface corrosion is not covered. Metal perforation must be the result of normal use and not any act or omission of the owner or operator. Areas of the cab that have been previously damaged, repaired, altered, modified or subject to adverse environmental conditions are not covered.

Third-Party Warranty Coverage

Engine Warranty

The engine is warranted by its manufacturer. Refer to the engine manufacturer's warranty or contact the engine manufacturer for additional information. Please see *Appendix A* for the manufacturer's contact information.



Emissions Warranty

Certain components of the vehicle's engine's emissions system may be warranted by the engine manufacturer. Refer to the engine manufacturer's warranty documentation or contact the engine manufacturer for additional information. Please see *Appendix A* for the manufacturer's contact information.

Transmission Warranty

The transmission is warranted by its manufacturer. Refer to the manufacturer's warranty or contact the manufacturer for additional information. Please see *Appendix A* for the manufacturer's contact information.

Tires Warranty

Tires are warranted by their manufacturer or distributor. Refer to the tire warranty or contact the tire manufacturer for additional information. Please see *Appendix A* for the manufacturer's contact information.

Items Not Covered Under Warranty

Maintenance Requirements for Stock Vehicles

For Dealer stock and other Autocar vehicles stored by the Dealer, the Dealer must provide proper care and maintenance of items subject to deterioration such as batteries, chrome, paint, tires, oil seals and consumables. Damage caused by storage-related deterioration will not be covered by Autocar's warranty. Proper records of maintenance must be provided to Autocar upon request. For long-term storage guidelines, refer to the "Autocar Long-Term Storage Guidelines" manual (AC-SM-050-0612-P131).

Other Non-Reimbursable Items

Shop supplies, environmental damages or charges and taxes are not covered by or reimbursable under the Autocar warranty.

Intermediate and Final Stage Manufacturers Effect on Warranty

Autocar's limited warranty on the chassis to the purchaser of the complete vehicle is subject to and conditioned upon (1) each Intermediate and Final Stage Manufacturer not making any alterations or modifications to the chassis which did not conform to any applicable laws, regulations or standards; and (2) each Intermediate and Final Stage Manufacturer complying with the instructions contained in the Incomplete Vehicle Document (IVD) that was issued with the chassis and the Body Builder's Installation Manual (BB Manual) with respect to completion of the vehicle. If an Intermediate or Final Stage Manufacturer (a) modifies or removes a component in violation of applicable laws, regulations or standards, the IVD or the BB Manual, (b) otherwise alters or converts the vehicle in any manner prohibited or not contemplated by the IVD or the BB Manual, or (c) fails to follow the instructions and requirements of the IVD and the BB Manual, such Intermediate or Final Stage Manufacturer will be responsible for all resulting liabilities, costs and expenses, including without limitation warranty claims, product liability claims and recall actions.

Autocar may require information and assistance from Dealer in administering claims that may not be covered due to body builder actions. Contact Autocar immediately if damage appears to have been caused by or repairs necessitated by body builder alterations or installations.



Warranty Coverage by Function Group

Function Group	Description	Maintenance Item (A)	12 Months 100,000 Miles	24 Months 200,000 Miles	36 Months 300,000 Miles	60 Months 500,000 Miles
Service and Maintenance						
161	Greasing	✓				
162	Oil and Fluids	✓				
171	Pre-Delivery Inspection	<i>Before Delivery to Customer</i>				
177	Maintenance Service	✓				
200	Engine	<i>Contact OEM for Warranty Coverage</i>				
233	Fuel Filter	✓				
	Fuel Heater		✓			
234	Fuel Tank Connections		✓			
235	Fuel Lines		✓			
263	Fan Blade		✓			
	Fan Belt	✓ (B)				
	Fan Hub and Clutch		✓			
	Fan Shroud		✓			
264	Radiator		✓			
	Radiator Mounts		✓			
	Radiator Hoses	✓				
	Heater Hoses	✓ (B)				
265	Intercooler		✓			
	Intercooler Piping		✓			
271	Accelerator Pedal		✓			
Electrical System						
311	Batteries and Cables		✓			
313	Battery Box		✓			
321	Alternator		✓			
322	Regulator		✓			
331	Starter Motor		✓			
351	Bulbs	✓ (B)				
352	Headlights	✓ (B)				
353	Light Assemblies		✓			
355	Lens, Seals, Gaskets	✓				
356	Auxiliary Lighting		✓			
361	Turn Signals		✓			
362	Horn		✓			
363	Wiper Blades	✓				
	Wiper Motor, Linkage		✓			
<p>A - Required maintenance not covered by warranty. B - May be claimed during the first 30 days of customer use. C - Only if installed by Autocar. Check the build record to verify. D - Consumable parts not covered by warranty. E - May be maintenance, depending on the cause of the failure. F - Cab corrosion and cab structure are warranted for 36 and 60 months respectively.</p>						



Function Group	Description	Maintenance Item (A)	12 Months 100,000 Miles	24 Months 200,000 Miles	36 Months 300,000 Miles	60 Months 500,000 Miles
364	Relays & Contacts		✓			
369	Fan, Electrical		✓			
371	Cab Wiring Harness		✓			
372	Electrical Center		✓			
381	Instrument Cluster		✓			
382	Instrument & Sending Units		✓			
383	Speedo/Tachograph/ Hubometer		✓			
384	Warning Systems		✓			
385	Pressure Gauges		✓			
392	Radio		✓			

Transmission, Drive Shaft

422	Transmission	<i>Contact OEM for Warranty Coverage</i>				
424	Transmission Controls		✓ (C)			
451	Drive Shaft				✓	
	U-Joints		✓			
453	Center Bearing Mounts				✓	
460	Axle Assembly		✓			
461	Rear Axle Housing				✓	
465	Differential Assembly				✓	
	Case				✓	
	Gears				✓	
	Pinion/thru-Shaft Seals		✓			
466	Axle Shafts		✓			
467	Electric Shift, Rear Axle		✓			
468	Differential Lock		✓			
481	P.T.O. (Transmission)		✓ (C)			
482	P.T.O. (Crankshaft, Flywheel)		✓ (C)			
491	Transmission Oil Cooler		✓			

Brake Systems

510	Brake Adjustment	✓ (B)				
511	Front Wheel Brakes, Foundation		✓ (D)			
512	Rear Wheel Brakes, Foundation		✓ (D)			
514	Slack Adjuster		✓			
524	Brake Pedal & Linkage		✓			

A - Required maintenance not covered by warranty.
 B - May be claimed during the first 30 days of customer use.
 C - Only if installed by Autocar. Check the build record to verify.

D - Consumable parts not covered by warranty.
 E - May be maintenance, depending on the cause of the failure.
 F - Cab corrosion and cab structure are warranted for 36 and 60 months respectively.



Function Group	Description	Maintenance Item (A)	12 Months 100,000 Miles	24 Months 200,000 Miles	36 Months 300,000 Miles	60 Months 500,000 Miles	
562	Reservoir Air Tank		✓				
563	Air Valves		✓				
564	Brake Chamber Assembly		✓				
565	Brake Air Line & Connections		✓				
Front Suspension							
601	Front Axle Alignment	✓					
611	Front Springs		✓				
612	Front Axle I-Beams		✓				
613	Front Shock Absorbers		✓				
614	Spring Hanger Brackets				✓		
615	Shackles		✓				
617	Anti-Roll Bar		✓				
641	Steering Wheel/Column/ Shaft		✓				
642	Steering Gear		✓				
643	Steering Arm/Tie Rod/ Connect		✓				
644	Steering Knuckle King Pin		✓				
645	Power Steering Pump		✓				
651	Wheels		✓				
652	Tire Tubes	<i>Contact OEM for Warranty Coverage</i>					
653	Hubs/Bearings/Seals		✓				
Frame Rail, Rear Suspension							
712	Frame Brackets					✓	
714	Crossmembers					✓	
715	Frame Rail					✓	
721	Tandem Suspension		✓				
722	Springs, Rear		✓				
723	Torque Rods/Radius Rods		✓				
725	U-Bolts		✓				
726	Suspension/Air Systems		✓				
727	Rebound Stop		✓				
728	Tandem Alignment	✓					
761	Shock Absorber		✓				
762	Anti-Roll Bar Rebush Rear		✓				

A - Required maintenance not covered by warranty.
 B - May be claimed during the first 30 days of customer use.
 C - Only if installed by Autocar. Check the build record to verify.

D - Consumable parts not covered by warranty.
 E - May be maintenance, depending on the cause of the failure.
 F - Cab corrosion and cab structure are warranted for 36 and 60 months respectively.



Function Group	Description	Maintenance Item (A)	12 Months 100,000 Miles	24 Months 200,000 Miles	36 Months 300,000 Miles	60 Months 500,000 Miles	
771	Wheels		✓				
772	Tire Tube	<i>Contact OEM for Warranty Coverage</i>					
773	Hubs/Bearings/Seals		✓				
Body, Cab and Interior							
810	General Cab Framework		✓				
811	Floor/Doghouse/Cowl				✓ (F)	✓ (F)	
812	Roof/Windshield/Rear Window Frame				✓ (F)	✓ (F)	
813	Body Side				✓ (F)	✓ (F)	
815	Instrument Panel		✓				
817	Rear Section, Cab				✓ (F)	✓ (F)	
818	Cab Mounting		✓				
823	Grille & Guard		✓				
825	Front Fender/ Mudguards		✓ (E)				
826	Rear Fender		✓ (E)				
827	Steps		✓				
831	Doors				✓ (F)	✓ (F)	
834	Lock		✓				
835	Window Regulator		✓				
836	Roof Hatch		✓				
841	Emblem/Reflector/Mirrors		✓				
843	Glass		✓				
844	Glass Door		✓				
845	Air Horn		✓				
852	Seats		✓				
855	Trim/Upholstery		✓				
859	Misc. Interior		✓				
861	Bumper		✓				
863	Mudflap & Splash Plates	✓					
870	Heater Assembly		✓				
872	Hoses/Ducts		✓				
873	Heater		✓				
874	Air Conditioning A/C Sealed System	<i>12 Months Warranty</i>					
881	Dash Covers		✓				
882	Interior Equipment		✓				

A - Required maintenance not covered by warranty.
 B - May be claimed during the first 30 days of customer use.
 C - Only if installed by Autocar. Check the build record to verify.

D - Consumable parts not covered by warranty.
 E - May be maintenance, depending on the cause of the failure.
 F - Cab corrosion and cab structure are warranted for 36 and 60 months respectively.



Function Group	Description	Maintenance Item (A)	12 Months 100,000 Miles	24 Months 200,000 Miles	36 Months 300,000 Miles	60 Months 500,000 Miles
884	Seat Belts		✓			
891	Visors/Shields/Fairings		✓			
Miscellaneous						
921	Optional Equipment		✓ (C)			
992	Fire Extinguisher		✓ (C)			
A - Required maintenance not covered by warranty. B - May be claimed during the first 30 days of customer use. C - Only if installed by Autocar. Check the build record to verify.			D - Consumable parts not covered by warranty. E - May be maintenance, depending on the cause of the failure. F - Cab corrosion and cab structure are warranted for 36 and 60 months respectively.			

WARRANTY POLICY AND PROCEDURES

Online Warranty Administration System

Autocar provides an online Warranty Administration System where Dealers can access information and process warranty claims. This system enables Dealers to submit claims, view submitted claims, view vehicle identification number (VIN) repair history and view VIN profiles. Visit the Service & Warranty section of Autocar's website at www.autocartruck.com to access the Warranty Administration System. To obtain a username and password, please contact a Warranty Manager. All warranty claims must be submitted through the online Warranty Administration System unless Autocar authorizes the submission of a claim by other means. See *Appendix A* for contact information.

In order to use the Online Warranty Administration System, the Dealer must have the following:

- Internet access
- Microsoft Internet Explorer version 7.0 (or higher)
- A username and password (as assigned by the Autocar Warranty Manager)
- A document scanner for scanning invoices and forms
- Digital camera

To use the online Warranty Administration

System, login to the Service and Warranty section of the Autocar website and enter your username and password.

To access a copy of the Autocar online Warranty Claim Application User Manual, scroll down on the first page of the system and follow the directions to view and/or download the user manual.

Warranty Registration

Vehicle Warranty

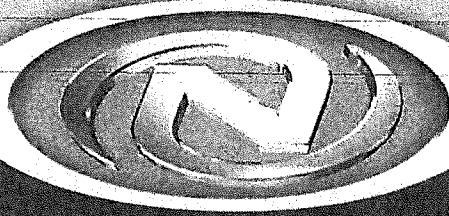
Any dealer can and must register any Autocar vehicle not previously registered, regardless of selling dealer.

The vehicle warranty starts on the date the vehicle is placed in service as reflected on the Warranty Registration Form (referenced in *Appendix B*). Autocar reserves the right to verify in-service dates.

For vehicles delivered directly to fleet owners, the fleet owner must complete the warranty registration by completing the form and submitting to Autocar.

For vehicles delivered through Autocar dealerships, the Dealer reviews the Limited Warranty Certificate with the customer, completes the Warranty Registration form, and has the customer complete and submit the Warranty Registration form by mail.

COBRA™ S E R I E S



COBRA™

The New Way™ Cobra™ is the contractor's choice with its outstanding compaction in a lightweight 20 yd³ body. Add in the Cobra's large 3 yd³ hopper, available in 9 to 25 yd³ capacities, a variety of container handling options, and you'll understand why the Cobra™ is setting the standard in the industry.

2015 MAR 27 AM 10:33

PURCHASING

GENERAL



a Product of **Scranton Wre Co. Inc.** 101 Sixth Street - Scranton, IA 51462 • 800 891 7858 • 712 452 3449 • www.newwaywre.com



Proudly USA Made

**PA 05313
20 CY REAR LOADING LNG POWERED REFUSE TRUCK**

BID SECTION

UNIT COST FOR VEHICLE	*INCLUDES CNG TANK OPTION	\$ 263,145.01*
TIRE TAX		\$ 17.50
SALES TAX (9.0%)		\$ 23,684.63
FAITHFUL PERFORMANCE BOND FEE (non-taxable)		\$ 400.00
SHIPPING/DELIVERY(non-taxable)		\$ INCLUDED
GRAND TOTAL		\$ 287,247.14

DELIVERY: 180-210 days/ARO

PAYMENT TERMS: 1% NET 30 BEFORE APPLICABLE TAXES
(include discounts, if any)

DELIVERY

Delivery of shall be to the City of Long Beach, Fleet Services Bureau, Attn: Rollie Harvey, 2600 Temple Avenue, Long Beach, CA 90806.

NOTE

An invoice will be required prior to vehicle completion. As such a Faithful Performance Bond for 100% of cost of bid shall be required. Please refer to section titled **FAITHFUL PERFORMANCE BOND** for details.

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). Please print legibly.

Contact Name: RON CREIGHTON

Direct Phone: 562-447-1515 Cell Phone: 562-755-6108

Email: rcreighton@lafreightliner.com Fax: 562-447-1544

This bond replaces previously issued bond executed on December 10, 2014 and increase rider executed on February 13, 2015

BID NO. PA 05313
BOND NO. 58710487
Premium: \$2,873.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,
Los Angeles Truck Center, LLC

As PRINCIPAL, and Western Surety Company Located at Fairway Center II, 675 Placentia Avenue, Brea, CA 92821, a corporation, incorporated under the laws of the State of South Dakota. Admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of Two Hundred Eighty Seven Thousand, Two Hundred Forty Seven and 14/100 DOLLARS (\$287,247.14), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Contract No. PA 05313 - 20 CY Rear Loading LNG Powered Refuse Truck, And is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 20 day of February, 2015.

Los Angeles Truck Center, LLC
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: James Barker
Title: PRESIDENT

By: _____
Name: _____
Title: _____

Western Surety Company
SURETY
By: Michael Castaneda
Name: Michael Castaneda
Title: Attorney-In-Fact
Telephone: 714-941-2800

Approved as to form this 23 day of March, 2015
Charles Parkin, City Attorney
By: [Signature]
Deputy

approved as to sufficiency this 31 day of March, 2015
[Signature] Assistant City Manager
By: _____
City Manager/City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond Certificate of Acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Roskopf, Lourdes Landa, Adriana Valenzuela, Michael Castaneda, Individually

of Fullerton, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of February, 2014.

WESTERN SURETY COMPANY

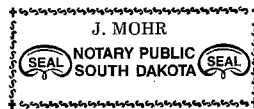


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of February, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of February, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

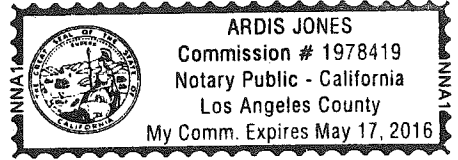
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 2-23-15 before me, Ardis Jones, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared James BARKER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

California All-Purpose Certificate of 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 Orange

} s.s.

On February 20, 2015 before me, Christy A. Mata, Notary Public
Name of Notary Public, Title

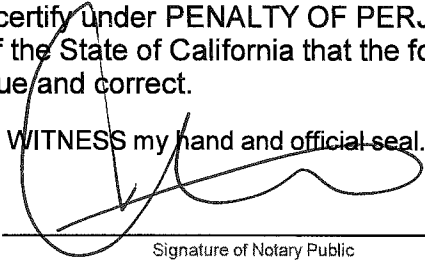
personally appeared Michael Castaneda
Name of Signer (1)

Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)
