

BID NUMBER ITB FS-19-124

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: MICHELLE KING

411 West Ocean Boulevard, 1st Floor
Long Beach, California 90802



INVITATION TO BID

Freightliner CNG, 6X6 Beach Dump Trucks

CONTRACT NO.

35433

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 CA. ON THE 27 DAY OF SEPTEMBER, 20 19
CITY STATE MONTH

LOS ANGELES TRUCK CENTERS, LLC dba

COMPANY NAME: VELOCITY TRUCK CENTERS TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2429 S. PECK ROAD CITY: WHITTIER STATE: CA ZIP: 90601

PHONE: (909) 510-4406 FAX: (562) 447-1515

S/ [Signature] PRESIDENT
(SIGNATURE) (TITLE)

Bradley C. Fauvre Bfauvre@VUGTruck.Com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____
(SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

12/30/19
Date

APPROVED AS TO FORM
December 24, 20 19
CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

BID NUMBER ITB FS-19-124

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 CA.

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)

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- Signature must be notarized if the company is located outside of the state of California.

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

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 _____)

On _____ before me, _____
 (insert name and title of the officer)

personally appeared _____,
 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 _____ (Seal)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

TITLE(S)
☐ LIMITED
☐ GENERAL

DESCRIPTION OF ATTACHED DOCUMENT

 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 (LPMC) 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.

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: MICHELLE KING
411 W OCEAN BLVD, 1st Floor
LONG BEACH CA 90802

BID DUE DATE: OCTOBER 9, 2019

TIME: 11:00 am

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

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

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES X NO

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

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT OVERVIEW

Freightliner 6X6 Beach Dump Trucks, (See Appendix A)

BID TIMELINE – All times are Pacific Time

Bid release date:	September 18, 2019
Questions due:	September 25, 2019 by 11:00 am PST
Response from the City to bidder	October 2, 2019 by 11:00 am PST
Bid due date:	October 9, 2019 by 11:00 am PST

BID SUBMISSION INSTRUCTIONS:

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

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

Both Electronic and Hard Copies:

☐ Signed Bid Cover Page
☐ California All Purpose Acknowledgment, Notarized (if applicable)

Electronic Copies:

☒ Debarment Certification Form (Attachment A)
☒ Reference List (Attachment B)
☒ W-9 Form (Attachment C)
☒ Equal Benefits Ordinance (EBO) (Attachment D)
☒ Insurance Requirement (Attachment E)
☒ Secretary of State Certification Print-Out (Attachment F)
☒ Appendix "A" Bid Specifications

METHOD OF SUBMISSION:

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

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

BID NUMBER ITB FS-19-124

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

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

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

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

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

City of Long Beach
C/O City Clerk
Attn: Michelle King
411 West Ocean Boulevard, 1st Floor
Long Beach, CA 90802

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

ITB FS-19-124 Freightliner CNG, 6X6 Beach Dump Trucks

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, October 9, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

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

REFERENCES

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

AWARD

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall 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 City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

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

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

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

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

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

AMERICANS WITH DISABILITIES ACT

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

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

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

COPYRIGHT

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

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

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

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

EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. Please visit the City's website at http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000.

See Attachment D.

INSURANCE

See Requirements on page 9, Section 31 and Attachment E.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

FUTURE AMENDMENTS

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

PAYMENT TERMS

Net 30; 0 % discount in 30 days.

VENDOR CONTACT INFORMATION

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

Contact Name: RON CREIGHTON

Contact Direct Phone: (909) 510-4406

Contact Fax: (562) 447-1515

Contact E-mail: rcreighton@vvgtruck.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 16

APPENDIX "A"

DETAILED SPECIFICATIONS FS 19-124

CNG, THREE AXLE 6X6 BEACH DUMP

Instructions:

State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES SHALL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.

General:

It is the intent of the following specifications to describe a new 6X6 dump truck:

- The body, finish and fittings shall be the latest model, shall not have been used in demonstrator or other service, and shall be factory standard in all respects not in conflict with the following specific requirements. All work and material furnished shall be subject to the approval of the Fleet Services Bureau.
- These specifications indicate minimum requirements for the needs of the City of Long Beach as concerns this equipment. However, it shall in all respects meet standards and safety requirements established for equipment of this type by the appropriate State and Federal Agencies.
- Evidence of compliance with requirements of these specifications shall be based on manufacturer's data sheets applicable to this equipment. Such data sheets shall be included with and made a part of this quotation.
- The City of Long Beach reserves the right to determine whether substitutions of equipment are within the intent of these specifications and shall reasonably meet the service requirements of the City of Long Beach.
- Bidders shall state the time required for delivery, and quotations shall include delivery to the City of Long Beach at 2600 Temple Ave., Long Beach Ca. 90806-2209.

AS SPECIFIED

AS SPECIFIED

AS SPECIFIED

APPENDIX "A"

DETAILED SPECIFICATIONS FS 19-124 CNG, THREE AXLE 6X6 BEACH DUMP

<p><u>Brand Names:</u></p>		<p>Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal".</p>	AS SPECIFIED
		<p>The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.</p>	AS SPECIFIED
<p><u>Conditions:</u></p>		<ul style="list-style-type: none"> ➤ Vehicle will be operated in a highly corrosive salt laden environment. All steel and aluminum materials used in the vehicle construction shall be finished with a two-part epoxy polyamide processes to prolong the resistance of the vehicle assembly and attached components to corrosion. 	AS SPECIFIED
		<ul style="list-style-type: none"> ➤ The design of the complete unit shall embody the latest approved automotive engineering practices and the 	AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
workmanship must be of the highest quality in its respective field. The Contractor shall be responsible for the integrity of the completed unit. The unit shall be completely equipped as specified and be ready for immediate service upon delivery.	X		
➤ The unit shall comply with the latest editions of the California Vehicle Code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Safety Standards, DOT Standards, provisions of Cal/OSH0A, and ANSI Z245.1 Safety Standards. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the Contractor from the responsibility of furnishing a dump body truck with all the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete unit(s) and all components shall be standard production items unless otherwise specified.	X		AS SPECIFIED
<u>Description</u>	Yes	No	
2020 Model Year Freightliner 114SD- Aluminum conventional cab, three (3) axle, 6X6, all-wheel drive chassis-cab with a 16'-foot dump body. 49" setback front axle, left-hand drive only.	X		AS SPECIFIED
<u>Certified GVWR:</u>			
Shall be at least 58,000 LBS.	X		AS SPECIFIED
<u>Wheelbase:</u>			
Shall not exceed 214" inches, approximate. Must encompass all California State Laws.	X		AS SPECIFIED
<u>Vehicle Lengths:</u>			
Overall length of complete truck shall not exceed 148" inches.	X		AS SPECIFIED

APPENDIX "A"
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CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
	Yes	No	
<u>Bumper to Back of Cab:</u> Shall be 114" inches.	X		AS SPECIFIED
<u>Width:</u> Unit shall not exceed maximum legal California width of 106-inches including tarping system.	X		AS SPECIFIED
<u>Engine:</u>			
➤ Shall meet 2018 and later natural gas requirements.	X		AS SPECIFIED
➤ Engine shall be a Cummins ISX12N 400 HP @ 1800 RPM, 2,100 Gov. RPM, 1,450 ft-lb torque. No exceptions.	X		AS SPECIFIED
➤ Engine shall be compatible with the transmission and driveline and shall be certified by the manufacturer as a specific acceptable combination for heavy-duty service.	X		AS SPECIFIED
➤ Engine shall be equipped with electronic controls, and charged air cooler.	X		AS SPECIFIED
➤ Engine shall also be equipped with full flow type, spin on oil filter with magnetic drain plug and spin on water filter.	X		AS SPECIFIED
➤ Engine shall be equipped with an electronic engine integral shutdown protection system for low oil pressure or high coolant temperature.	X		AS SPECIFIED
<u>Engine Air Cleaner:</u>			
➤ Shall be a side of hood air intake w/firewall mounted Donaldson air cleaner w/safety element and passive pre-cleaner. No exceptions	X		AS SPECIFIED
➤ An electric dash mounted engine air restriction indicator shall be provided and installed.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
<u>Engine Cooling System:</u> <ul style="list-style-type: none"> ➤ Radiator shall be 1,500 square inches' minimum. No exceptions. Shall be the largest, heaviest duty, shutter less, increased capacity system available for the vehicle engine and transmission combination. Radiator guard shall be installed. No exceptions. ➤ Cooling system shall be field-tested and certified by the manufacturer for heavy- duty service and shall include a Penray need release spin-on type water filter, lower. The filter base shall have a shut-off valve(s) as needed to service the filter without draining the system. Anti-freeze 34F pre-charged SCA H/D coolant. ➤ Cooling fan shall be a Borg Warner (Kysor) rear air on/off fan clutch with dash switch. ➤ All coolant hoses shall be premium EPDM type, such as Gates Blue Stripe or equivalent, with constant torque stainless steel adjustable hose clamps, Gates PowerGrip SB thermoplastic clamps or approved equal. <u>Silicone hoses are not acceptable.</u> 	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
<u>Alternator:</u> Shall be a Delco 12V 275 AMP 40-SI brushless quadramount pad mount with remote battery sensor.	X		AS SPECIFIED
<u>Starter:</u> Shall be a Delco 12V 39MT starter with thermal protection and integrated magnetic switch. Installed with 00 minimum size cables.	X		AS SPECIFIED
<u>Engine Exhaust System:</u> <ul style="list-style-type: none"> ➤ Shall be single horizontal catalyst with RH side cab mounted vertical outlet pipe. 11' foot 6" inches bright upper stack. Overall height of exhaust exit shall be extended 6" above dump body with a rain cap at exit. 	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
<ul style="list-style-type: none"> ➤ All exhaust piping shall be grade 409 stainless steel. ➤ Stainless steel band type exhaust clamps shall be used wherever possible. <u>No flex joints accepted.</u> 	X		AS SPECIFIED
<u>Transmission:</u> <ul style="list-style-type: none"> ➤ Shall be an Allison 4500 RDS Six (6) speed transmission with PTO provision, with push button electronic shift control and cast aluminum oil pan with magnetic drain plug. Water to oil transmission cooler inside radiator end tank. External spin on type oil filter. Synthetic transmission lube (TES-295 compliant) ➤ Transmission shall be equipped with an oil check and fill with electronic oil level check. ➤ Transmission shall include a Power Take-off drive (PTO) mounted LH side of main transmission. ➤ The chassis manufacturer prior to delivery of the cab and chassis to the dump body manufacturer shall program the transmission E.C.U. 	X		AS SPECIFIED
<u>Transfer Case:</u> Shall be a Marmon-Herrington TC-30 two speed 6.14 ratio transfer case, air shift rated for 450 HP, 12,000 ft-lb. No exceptions.	X		AS SPECIFIED
<u>Drive Shafts:</u> Shall be a MXL 17T Meritor extended lube main driveline w/half round yokes. Shaft slip joints shall be Spicer "Glide-Cote" type or approved equal. All drivelines shall have take-apart flanges.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
<u>Steering:</u>	Yes	No	
Shall meet the following minimums:			
➤ Shall be factory left-hand with integral valving.	X		AS SPECIFIED
➤ Power steering pump shall be gear driven with a steering gearbox shall be at least 20,000 LB rating.	X		AS SPECIFIED
➤ Acceptable manufacturers or approved equal: Ross Sheppard, or Saginaw brand TRW or approved equal.	X		AS SPECIFIED
➤ Turning radius shall have at least a 50-degree wheel cut.	X		AS SPECIFIED
➤ Steering wheel shall be able to adjust up/down/tilt and telescope to accommodate drivers of different statures.	X		AS SPECIFIED
<u>Axles:</u>			
➤ Front Drive Axle: Meritor MX19-140, 19,000 LB. Front drive axle. No Exceptions.	X		AS SPECIFIED
➤ Rear Drive Axles: Meritor MT-40-14X, 40,000 LB. R-Series Dual Trac 74-77 intermediate track tandem rear drive axle. Driver controlled traction differential- Both tandem rear axles.	X		AS SPECIFIED
➤ Axle Gear Ratio: 6.14 front axle drive ratio /6.14 rear axle ratio. The gear ratios shall be that this 58,000-pound G.V.W. rated truck can obtain a maximum road speed of 65 MPH at governed engine RPM and can start on a 20% grade when fully loaded. Vehicle shall be capable of pulling a 10% grade at a speed of 15 – 20 MPH fully loaded. A computerized projected engineering performance curve sheet prepared by the engine and transmission manufacturer shall be provided with the bid.	X		AS SPECIFIED
<u>Suspension:</u>			
Front:			
➤ 20,000 LB flatleaf front suspension. Springs 4" X 50" inch, graphite impregnated with bronze bushings and front shock absorbers.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
<ul style="list-style-type: none"> ➤ Left and right front suspension rear shackle pins with zerk fittings outboard. 	X		AS SPECIFIED
<ul style="list-style-type: none"> ➤ Capacities shall equal axle ratings minimum 	X		AS SPECIFIED
<ul style="list-style-type: none"> ➤ Spring Hangers, if applicable, shall be cast or fabricated steel. <u>Cast iron or aluminum is unacceptable.</u> 	X		AS SPECIFIED
Rear: <ul style="list-style-type: none"> ➤ Hendrickson HN462 @ 46,000 LB. No exceptions. 	X		AS SPECIFIED
<u>Brakes:</u> Shall meet the following minimums: Service Brakes: <ul style="list-style-type: none"> ➤ The service brake system shall be full air type and meet or exceed current FMVSS-121 requirements. ➤ All brake air lines shall be SAE approved, DOT rated "Synflex" reinforced colored coded. ➤ WABCO 4S/4M or approved equal ABS with traction control enhancement with drum type S-cam on all 3 axles. Wedge type is not acceptable on any axle. ➤ Shall have 18.7 CFM minimum capacity water-cooled and engine oil lubricated air compressor with a Bendix D2 governor, or approved equal governor. ➤ Haldex automatic slack adjusters, or approved equal. ➤ Air dryer, Bendix AD-IS (DRM) shall be an automatic drain system or approved equal. ➤ Low air pressure warning light, air gauge, and buzzer in cab. Location must be approved by City. 	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
➤ All air brake reservoirs shall be aluminum with automatic drain valves on all air tanks.	X		AS SPECIFIED
➤ Automatic air shut off valves shall protect systems from leak down.	X		AS SPECIFIED
➤ ABS trouble shooting connector shall be installed in the vehicle cab under the left side of the dashboard. Contractor shall provide electronic USB or CD service manuals, electronic testing equipment, electric and air schematics per build on each truck delivered.	X		AS SPECIFIED
➤ Heavy-duty brake package, 16.5" X 7" Front Axle &	X		AS SPECIFIED
16.5" X 7" Rear Axle.	X		AS SPECIFIED
➤ Emergency Brake:			
➤ Shall be a WABCO Tristop Longstroke 30/36.	X		AS SPECIFIED
➤ Anti-compound brake valve shall protect brake system when emergency system is applied.			AS SPECIFIED
➤ System shall have a separate reservoir of a capacity to provide at least three (3) complete releases of the emergency brakes.	X		AS SPECIFIED
➤ System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station.	X		AS SPECIFIED
➤ System shall hold the vehicle when fully loaded and manned on a 20% grade.	X		AS SPECIFIED
<u>Wheels:</u>			
Shall be certified by the manufacturer for use with this vehicle.			
➤ Front: Two (2) Accuride 29376A 22.5" X 13.0" 10-hub pilot 5.25 inset. 10 hand aluminum disc front wheels.	X		AS SPECIFIED
➤ Rear: Four (4) Accuride 29376A 22.5" X 14.0" 10-hub pilot 5.25 inset 10 hand aluminum disc front wheels.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
➤ One (1) assembled spare front and rear wheel and tire shall be provided for each unit delivered as specified to match tire(s) and wheel(s).	X		AS SPECIFIED
<u>Tires:</u>			
➤ Front: Two (2) Bridgestone M854 445/65R22.5, Ply Radial. Tires must have capability to air up/down.	X		AS SPECIFIED
➤ Rear: Four (4) Bridgestone M854 445/65R22.5, 22 Ply Radial. Tires must have capability to air up/down.	X		AS SPECIFIED
<u>Chassis Frame:</u>			
Shall meet the following minimums:			
➤ All non-removable or welded frame components shall be primer painted with Dupont Corlar 824S Epoxy Polyamide Primer or an approved equal.	X		AS SPECIFIED
➤ Steel frame shall be 11/32 X 3-1/2 X 10-15/16 minimum 120,000 PSI with ¼ C-Channel inner frame reinforcement. RBM= 2,000,000 in/lb., per rail without reinforcement, or greater if required by the manufacturer.	X		AS SPECIFIED
➤ The chassis shall be of sufficient strength with all components having adequate strength to withstand the heavy strains of off-highway dump truck service.	X		AS SPECIFIED
➤ Chassis frame paint shall be black, high solid polyurethane w/standard E coat/undercoating.	X		AS SPECIFIED
➤ Front of cab shall be equipped with towing air connections (service and emergency).	X		AS SPECIFIED
➤ Cutting of frame in any way to accept engine or other components is an unacceptable	X		AS SPECIFIED

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	Comply	Comments and Exceptions
construction method unless authorized by the OEM and approved by the City of Long Beach.	Yes X	No AS SPECIFIED
<u>Additional Truck Chassis / Exterior Equipment:</u>		
➤ Shall be equipped with Air horn.	X	AS SPECIFIED
➤ Rear mounted pintle hook, 25T Premier #580 or approved equal, adequately braced to withstand load rating with chain eyes, mounted 30" above ground.	X	AS SPECIFIED
➤ Air brake trailer control lines shall be plumbed to rear of frame. "Glad hands" and a trailer brake control shall be provided. Lines shall be plumbed to service and supply.	X	AS SPECIFIED
➤ Back-up alarm, electric, with motion detector, Cal OSHA approved.	X	AS SPECIFIED
➤ Factory (OEM) rear, front and side view cameras, with a dash mount screen. Rear camera shall be installed on the center of chassis. No exceptions. Front and side cameras shall be installed in the most practical or in a location agreed upon by the City of Long Beach.	X	AS SPECIFIED
➤ Front bumper shall be 14" inch aluminum, with headlight and tow hook cutouts. Headlights will be mounted in cutouts and located 3' ft. above level ground.	X	AS SPECIFIED
➤ Tow hooks shall be frame mounted and of sufficient strength to permit lifting and towing of a fully loaded vehicle without damage to cab assembly or components.	X	AS SPECIFIED
➤ Air lines for towing shall be plumbed from service and supply to the front bumper with "Amflo" or approved equal brand quick disconnects.	X	AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
➤ 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, properly braced, shall be installed, as applicable.	X		AS SPECIFIED
➤ Engine and transmission computerized electronic diagnostic testing equipment with software for appropriate engine and transmission shall be provided with each unit delivered. The manufacturer shall provide diagnostic training before first unit is delivered.	X		AS SPECIFIED
➤ All air lines fittings to be nut and Farrell style. NO PUSH LOCK FITTING TO BE USED ANYWHERE ON THE UNIT. NO EXCEPTIONS.	X		AS SPECIFIED
➤ Scuff/Rub protection shall be provided at all locations in the frame and the bulkhead where any air lines pass through. No electrical harness or air lines shall be attached to the copper tube that runs in the frame rail to the air dryer.	X		AS SPECIFIED
➤ All air lines shall be wrapped in a heat protective loom where necessary in the chassis. Braided hoses shall provide flexibility between axle and frame connections.	X		AS SPECIFIED
➤ No air piping shall be painted.	X		AS SPECIFIED
<u>Fuel Tank:</u>			
➤ 80 DGE compressed natural gas (CNG) fuel tanks stacked, back of cab with integral FMM. CNG system must be NFPA-52 compliant.	X		AS SPECIFIED
➤ CNG tank cover to match cab color.	X		AS SPECIFIED
➤ LH CNG NGV1 standard fill receptacle and dust caps with additional high flow and defueler receptacles w/manual shut off valve.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
Electrical:			
Shall meet the following minimums:			
➤ Complete system with heavy-duty wiring installed in compliance with SAE standards.	X		AS SPECIFIED
➤ Twelve (12) volt, negative ground system.	X		AS SPECIFIED
➤ All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom.	X		AS SPECIFIED
➤ All soldered wiring connections to be potted with rubberized covering. Crimp type connectors will be protected with shrink-wrap. <u>Unprotected wiring in any application is unacceptable.</u>	X		AS SPECIFIED
➤ All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture.	X		AS SPECIFIED
➤ System shall be protected with an adequate number of circuit breakers to evenly distribute the electrical load. Fuses unacceptable.	X		AS SPECIFIED
➤ All wiring shall be loomed and routed the simplest, most direct and most protected way possible with separate accessory and body functions to be frame mounted in a waterproof junction box. <u>No splicing shall be allowed by dump body installer.</u> Wiring shall be supported or clamped at intervals not to exceed thirty (30) inches.	X		AS SPECIFIED
➤ One 12V plug receptacle type accessory terminal and two (2) USB charger port(s) shall be centrally installed and located in the cab on the dash and individually protected by circuit breakers.	X		AS SPECIFIED
➤ Trailer electrical connector shall be Phillips or approved equal 15—600 wired in clockwise sequence of (1) ground, (2) stoplight, (3) tail light, (4) left turn signal, (5) right turn signal, and (6) blank. Number (2) stoplight shall be wired to the "cold" side of stoplight switch.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
All wires to be encased in nonmetallic flexible loom and well supported by frame clips. Trailer plug terminal points shall be potted at trailer plug.	X		AS SPECIFIED
➤ <u>Manufacturer shall provide a color-coded wiring diagram per build with each unit delivered. USB electronic format.</u>	X		AS SPECIFIED
➤ Battery(s): Three (3) Model 1231, group 31, 12V maintenance free 3375 CCA threaded stud batteries. All Batteries shall be frame mounted outside of frame rails as far forward as practical or in a location agreed upon by the City of Long Beach and body builder, in a steel or anodized aluminum box on left or right side, and protected from corrosion and road debris. Battery box shall be constructed of aluminum cover MTD short side to rail. Battery box shall be primer painted with Dupont Corlar 824S Epoxy Polyamide Primer or an approved equal before applying final color coat.	X		AS SPECIFIED
➤ Battery cut-off switch shall be mounted in-between driver seat and door on floor.	X		AS SPECIFIED
➤ All electrical schematics shall be provided in USB flash drive or CD as per built unit.	X		AS SPECIFIED
Lighting:			
➤ All exterior cab and body lighting shall be LED type.			
➤ Where practical all lighting and reflectors shall be mounted in rubber flush mounts.	X		AS SPECIFIED
➤ 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		AS SPECIFIED
➤ Rear stop and directional lights shall be mounted at least 60" in height on rear of hopper with appropriate bracketry and protection.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
➤ Additional stop lights mounted on the rear frame / bumper assembly below the dump bed.	X		AS SPECIFIED
➤ Vehicle shall be equipped with a mid-body turn signals and front and rear identification lights.	X		AS SPECIFIED
➤ Light Bar, Whelen, F4W0AAAA-60-LBP , 60" inch Amber LED. No exceptions. Wiring shall be run through conduit. Unit must be clearly visible from 360 degrees.	X		AS SPECIFIED
➤ Headlights: Shall be High Intensity Discharge (HID) light assemblies.	X		AS SPECIFIED
➤ Reflectors: All reflectors shall be 3" minimum diameter.	X		AS SPECIFIED
➤ License Plate: There shall be provision for mounting the front and rear license plate with the rear license plate properly illuminated.	X		AS SPECIFIED
<u>Vehicle Cab:</u>			
Shall meet the following minimums:			
➤ Freightliner 114SD-114 BBC Aluminum conventional cab. No exceptions. Cab Mount shall be air ride. No exceptions. Tilting hood/fender assembly. Bright finish radiator/hood bezel. Bolt on fender extensions. No exceptions. Cab exterior fiberglass sun visor.	X		AS SPECIFIED
➤ Cab steps shall be a flexible step option approximately 18" above level ground. Cab exterior hand rails shall facilitate cab entry and vehicle inspections.	X		AS SPECIFIED

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Comply

	Yes	No	Comments and Exceptions
<p>➤ Instrument panel shall include at least the following control and indicator gauges:</p> <p style="padding-left: 40px;">Fuel gauge, water temperature, oil pressure meter and trip integral within driver display, tachometer, speedometer, air pressure, voltmeter, oil pressure activated headlights, dome lights, dash lights, ignition switch with key, heater/defroster, air conditioning, windshield wipers, emergency brakes, hydraulic PTO switch with indicator light, turn signals, horn, hazard lights, night working lights etc.</p>	X		AS SPECIFIED
<p>➤ Instrument panel shall have an Agility fuel solutions Blue IQ CNG fuel monitoring system with smart gauge dashboard.</p>	X		AS SPECIFIED
<p>➤ Instruments shall be Stewart Warner "Deluxe" or approved equal.</p>	X		AS SPECIFIED
<p>➤ Warning light(s) at dash shall show hydraulic pump engaged, dump body hydraulic system in operation mode and front axle engaged. Location of indicator shall be clearly visible by operator or in a location approved by the City.</p>	X		AS SPECIFIED
<p>➤ Conventional doors, right and left sides, door hinges with stainless steel pins and grab handles. Piano hinges are not acceptable.</p>	X		AS SPECIFIED

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Comments and Exceptions

	Comply		
	Yes	No	
➤ Vehicle shall be equipped with R-134A factory air conditioning with recirculation switch with adequate cooling capacity to cool the cabin to 20 degrees lower than ambient temperature.	X		AS SPECIFIED
➤ 30,000 BTU fresh air heater and integral defroster.	X		AS SPECIFIED
➤ Main fresh air inlet shall have recirculation filters.	X		AS SPECIFIED
➤ Full width windshield(s) and rear cab window(s). All glass except front windshield shall be tinted to darkest gradient allowable in California.	X		AS SPECIFIED
➤ Sun visors, right and left sides.	X		AS SPECIFIED
➤ Drivers and passengers seat shall be Bostrom Sierra high back air suspension or approved equal utilizing truck air.	X		AS SPECIFIED
➤ All seats shall be equipped with three-point seat belts with retractors and adjustable D rings. Adequate knee and elbow room shall be engineered into the cab design.	X		AS SPECIFIED
➤ Cab sound deadening shall be sufficient so occupants inside of cab will not be subjected to over 85 DBA per SAE J336A, or Cal OSHA General Orders under full throttle load acceleration. Any sound deadening material used in engine areas shall be resistant to absorption of oil and water and be fireproof.	X		AS SPECIFIED
➤ Upholstery shall be heavy-duty dark gray vinyl. Any sound deadening material used in cab interior shall be matching colors.	X		AS SPECIFIED

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	Comply	Comments and Expectations
➤ Rubber floor coverings.	X	AS SPECIFIED
➤ Dual West Coast style bright finish heated mirrors with LH and RH remote with 8" bright convex mirrors.	X	AS SPECIFIED
➤ RH Velvac 8" bright hood mirror.	X	AS SPECIFIED
➤ Manual door window regulators.	X	AS SPECIFIED
➤ Electric dual windshield wipers.	X	AS SPECIFIED
➤ AM/FM/WB CD player W/ Bluetooth and USB and auxiliary inputs. Two (2) Radio speakers in cab.	X	AS SPECIFIED
➤ Reflector flare kit mounted in cab, Grote #71422, or approved equal.	X	AS SPECIFIED
➤ 10 lb. ABC fire extinguisher w/mounting bracket.	X	AS SPECIFIED
➤ Ignition and door entry keys are to be keyed alike.	X	AS SPECIFIED
<u>Dump Body:</u> ➤ Wiring between OEM chassis and body lighting system to be plug and play directly to chassis OEM taillight harness. Electrical junction boxes are not acceptable as they are susceptible to failure.	X	AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
<ul style="list-style-type: none"> ➤ Shall comply with all applicable Cal OSHA and Federal Regulations, be standard production. 	X		AS SPECIFIED
<ul style="list-style-type: none"> ➤ Dump body hydraulic system pump shall not be engaged until engine is at idle and then operated when transmission is in gear. The chassis manufacturer shall install the programming option and group that best match the application described in the specifications. 	X		AS SPECIFIED
<ul style="list-style-type: none"> ➤ All steel or aluminum dump body components shall be primer painted with Dupont Corlar 824S Epoxy Polyamide primer or an approved equal before final color coat is applied. 	X		AS SPECIFIED
<p><u>Dump installation shall include at least all of the following:</u></p> <ul style="list-style-type: none"> ➤ Shall be 12.4 cubic yard minimum water level capacity. 	X		AS SPECIFIED
<ul style="list-style-type: none"> ➤ Body shall be mounted as far forward as possible and shall be at least sixteen (16) feet long and eight (8) feet wide. Sides shall be at least 10 gauge thick HT steel, thirty-six (36) inches high with sideboard provision. Tailgate top hinge to be 48 inches high. Body may be larger than specified if space between cab and front of dump body is excessive. 	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
➤ A scale 3-dimensional drawing is to be furnished with the bid proposal to ensure fit-up of chassis and body.	X		AS SPECIFIED - PROPER WEIGHT DISTRIBUTION & 3-DIMENSIONAL DRAWING WILL BE PROVIDED DURING PRE-AWARD MEETING WITH FLEET SERVICES BUREAU & LOS ANGELES TRUCK CENTERS, LLC.
➤ Dump body shall be an all welded construction of steel sections. All body welding fillets shall have good penetration, good fusion, good appearance, and shall not display cracks or undercutting.	X		AS SPECIFIED
➤ All body areas shall be adequately reinforced to allow continuous operation with maximum loads and prevent excessive wear and deformation.	X		AS SPECIFIED
➤ Body material shall be at least ten (10) gauge HT steel.	X		AS SPECIFIED
➤ Hoist well housing shall be ¼ inch HT steel	X		AS SPECIFIED
➤ Bed material shall be certified as to thickness and tensile strength.	X		AS SPECIFIED
➤ Body floor ¼ inch AR450 steel. Sides, front and tailgate to have 3/16" gauge HT horizontal side bracing. There shall be a tie down rail, full body length. No debris shall collect on side or corner surfaces of the bed. Body interior sides shall be knee-braced at floor at least 12 inches. Knee-brace to be ¼ inch AR450 steel.	X		AS SPECIFIED
➤ Front corner post to be 3'-7/8" deep and shaped to match side posts.	X		AS SPECIFIED
➤ Longitudinal body members shall be ten (10) inches minimum, cross-member less with two deep flared and fabricated of 3/16" hi-tensile steel, fully boxed, with three (3) inch wide vulcanized rubber bonded to steel runners.	X		AS SPECIFIED

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	Comply		Comments and Exceptions
	Yes	No	
➤ Dual connected safety supports shall be provided. Supports shall be permanently installed underneath dump body, and connected by linkage allowing for both supports to be simultaneously operated from either side of the vehicle. Supports shall be fabricated with 1/4" wall, 2" x 2" square tubing, connected by 1" dia. shaft.	X		AS SPECIFIED
➤ Body tailgate shall be double acting type with spreaders apron, chains and holders. Facing shall have two vertical braces.	X		AS SPECIFIED
➤ Tail gate latch control shall be in truck cab, air operated, with a warning light.	X		AS SPECIFIED
➤ Bed in up position warning light shall be installed in cabin in a location that is clearly visible to operator or in a location approved by the City of Long Beach.	X		AS SPECIFIED
➤ Body shall have a 1/4 cab shield to fit truck cab used and cover at least 1/3 of cab itself.	X		AS SPECIFIED
➤ Body to have turn signals built into rear vertical posts (LED type).	X		AS SPECIFIED
➤ Dump body to have automatic electric canvas covers for loose loads. Pulltarps or approved equal.	X		AS SPECIFIED
➤ All hoses shall be installed and protected in such a way as to prevent damage.	X		AS SPECIFIED
➤ Body shall be warranted bumper to bumper by manufacturer for a minimum of five years from the City of Long Beach in- service date.	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
	Yes	No	
<u>Dump Controls:</u>			
Shall be equipped with interior controls. Lever type no cables.	X		AS SPECIFIED
<u>Hydraulic Tank and System:</u>			
➤ Dump hoist ram shall be multi-stage mounted in the body. Minimum NTEA classification 120 with a 50-degree dump angle.	X		AS SPECIFIED
➤ Pump shall be a single stage Commercial P-51, or approved equal, steel constructed, driven off the transmission capable of 28 GPM at 1200 RPM. (Aluminum housing or components not acceptable).	X		AS SPECIFIED
➤ Maximum operating pressure shall be 2,500 PSI.	X		AS SPECIFIED
➤ Hydraulic system shall incorporate adjustable relief valves to protect all components.	X		AS SPECIFIED
➤ All hydraulic tubes shall be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses shall conform to S.A.E. standards for designed pressure. Bends shall not be less than recommended by S.A.E standards. Flat spots in hoses shall not be acceptable.	X		AS SPECIFIED
➤ All high-pressure hoses shall be sheathed with fabric protective covering.	X		AS SPECIFIED
➤ The return line filter shall also include an in-cab filter by-pass monitor, which shall alert the operator or service personnel when the filter needs replacement.	X		AS SPECIFIED
➤ A hydraulic pump shutdown system shall also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode.	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply	Comments and Exceptions
➤ All hydraulic schematics shall be provided per built unit. USB electronic format.	X	AS SPECIFIED
➤ Hydraulic pump shall be warranted by manufacturer for a minimum of three years after the City of Long Beach in-service date.	X	AS SPECIFIED
<u>Hydraulic Reservoir:</u>		
➤ Hydraulic reservoir shall be a minimum of 30 gallons with 12" dia. top mounted internal access for repair or cleanout. Tank shall have internal baffles for heat dissipation. Tank shall have protected sight glass with temperature indicator built into sight glass. Tank shall be permanently labeled stating capacity and type of oil required.	X	AS SPECIFIED
➤ Tank shall have a shut-off valve on the suction side.	X	AS SPECIFIED
➤ A high-pressure filter shall be installed on the discharge side of the pump.	X	AS SPECIFIED
➤ Hydraulic oil cooler shall be installed in the system.	X	AS SPECIFIED
➤ A 16-micron filter shall be in the return line.	X	AS SPECIFIED
➤ System shall have a 100-micron mesh suction strainer with magnet.	X	AS SPECIFIED
➤ Shall have drain at bottom of tank.	X	AS SPECIFIED
<u>Hydraulic Control valves:</u>		
➤ Shall be electric over hydraulic.	X	AS SPECIFIED
➤ Large in-dash switch of duck bill type with side guards to prevent accidental use.	X	AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
	Yes	No	
<u>Paint:</u>			
<u>PRE-PAINT INSPECTION:</u>			
Prior to painting and after Epoxy Polyamide primer application, the City of Long Beach will send (3) three inspectors to the manufacturer's plant for a final pre-delivery inspection to verify that the dump truck has been manufactured and follows the City of Long Beach's specifications. All expenses shall be paid for by the manufacturer including food, lodging and travel.	X		AS SPECIFIED - FRESNO, CALIFORNIA
<u>Cab:</u>			
➤ The cab and frame shall be primer painted with Dupont Corlar 824S Epoxy Polyamide primer or an approved equal.	X		AS SPECIFIED
➤ The cab shall be painted standard manufacturer's white. All surfaces shall receive at least a four mil. thickness coating of Dupont 2000 or approved equal per requirements of the South Coast Air Quality Management District of California. Dupont Corlar 824S Epoxy Polyamide primer or an approved equal shall be used under all polyurethane enamel topcoats.	X		AS SPECIFIED
<u>Dump Body:</u>			
➤ The dump body excluding any bright metal or chromed accessories shall be primer painted with Dupont Corlar 824S Epoxy Polyamide primer or an approved equal.	X		AS SPECIFIED
➤ Dump body shall be painted standard manufacturer's white. All surfaces to receive at least a four mil. thickness coating of Dupont 2000 or approved equal per requirements of the South Coast Air Quality Management District of California.	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
	Yes	No	
Frame: <p>➤ The frame shall be primer painted with Dupont Corlar 824S Epoxy Polyamide primer or an approved equal. The frame shall be painted with high solid polyurethane chassis paint w/standard E coat/undercoating.</p>	X		AS SPECIFIED
<u>Compliance:</u> <p>The vehicle purchased shall meet all applicable sections of the U.S. Code of Federal Regulations (CFR), including Design and Vehicle Certification, Federal Motor Vehicle Safety Standards (FMVSS), U.S. environmental Protection Agency (EPA) exhaust emission discharge regulations applicable to the design and manufacture of this size and type Heavy Automotive Vehicle.</p> <p>The vehicle shall also meet all applicable laws and regulations of the State of California. This shall include, but not limited to, the California Code of Regulations (CCR), Title 13, Motor Carrier Safety Regulations, and regulations of Southern California Air Quality Management District, California Vehicle Code and the California Air Resources Board (CARB).</p>	X		AS SPECIFIED
<u>Vehicle Welding:</u> <p>All welding procedures used throughout the construction of the entire vehicle, including materials, qualifications and training of personnel, shall be within all applicable Guidelines and Standards of both the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS). Structural welding of steel shall meet AWS D1.1-83 and structural welding of aluminum shall meet AWS D 1.2-83. Contact surfaces of all welded materials shall be clean, and free of grease, paint, rust and scale. Rough edges shall be ground to a smooth finish after all welding on the vehicle. A copy of the manufacturer's "Mill Specification Report" shall be provided with bid package. <u>No Exceptions</u></p>	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
<u>Warranty:</u>	Yes	No	
➤ 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, dump body, engine, transmission and all related components.	X		AS SPECIFIED
➤ The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 3 years after date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.	X		AS SPECIFIED
➤ Warranty shall begin when the City of Long Beach places the unit in service.	X		AS SPECIFIED
➤ 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		AS SPECIFIED
➤ Hydraulic cylinders shall have a 5-year conditional warranty.	X		AS SPECIFIED
➤ Transmission warranty shall be 5 years.	X		AS SPECIFIED
➤ The frame and fasteners shall have a lifetime warranty.		X	EXCEPTION - FRAME 5 YEARS
➤ Prior to delivery of the first vehicle manufacturer shall provide a complete listing of all serialized components.	X		AS SPECIFIED
➤ Manufacturer shall include part numbers for all consumables to include belts, filters and hoses. USB electronic format.	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
Warranty Performance:	Yes	No	
➤ The Contractor shall provide service within one (1) working day after notification by telephone.	X		AS SPECIFIED
➤ 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.	X		AS SPECIFIED
➤ The City shall be reimbursed by the Contractor an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.	X		AS SPECIFIED
➤ The vehicle manufacturer shall furnish all warranty electronic documentation to the City upon delivery. USB electronic format.	X		AS SPECIFIED
➤ Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall return all defective parts to it's supplier.	X		AS SPECIFIED
➤ Outside vendor repair facility parts and labor billing shall go directly to manufacturer.	X		AS SPECIFIED
<u>Plans and Engineering Conference:</u> Within 30 days after the contract has been awarded, the manufacturer shall participate in an engineering meeting at which time the entire specification for the equipment shall be reviewed by both the manufacturer and the City of Long Beach Fleet Acquisition staff so both parties fully understand how the equipment shall be made. This meeting shall be held at a mutually agreed time at the City of Long Beach Fleet Services Office located at 2600 Temple Ave., Long Beach, California 90806. All expenses shall be paid by the Contractor including Food, lodging, and travel for the Contractor's or manufacturer's representative.	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		Comments and Exceptions
	Yes	No	
<u>Legals:</u> <ul style="list-style-type: none"> ➤ Contractor shall furnish a certified weight slip with each completed vehicle. ➤ Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of bid award. ➤ Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment. ➤ Contractor must supply to City of Long Beach a certified weight distribution analysis that verifies the legal payload of vehicle follows the California bridge law. 	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
<u>Training:</u> <ul style="list-style-type: none"> ➤ Within 45 days after receipt of the first vehicle by the City of Long Beach Contractor shall provide the following: ➤ One (1) full day of training to all vehicle operators, including any training material in electronic and paper form. ➤ Prior to receipt of the first vehicle by the City of Long Beach and no later than 30 days before delivery Contractor shall be required to provide the following: One full day of preventative maintenance and specialized repair training of the vehicle and installed equipment to all Fleet Services personnel assigned to the vehicle type. 	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED
	X		AS SPECIFIED

APPENDIX "A"
DETAILED SPECIFICATIONS FS-19-124
CNG, THREE AXLE 6X6 BEACH DUMP TRUCK

	Comply		
	Yes	No	
Specialty Tools and Repair Manuals: Contractor shall supply any specialty tools, computer software, computer hardware, service manuals, parts manuals, bumper to bumper color coded air, electrical, and hydraulic schematics as per build, with each truck delivered. All operation, repair and parts manuals shall be in electronic form on USB drives. No exceptions.	X		AS SPECIFIED
Liquidated Damages: The first unit shall be delivered within 180 days after the issuance of the purchase order. Time is of the essence. Failure to deliver on time shall subject Contractor to liquidated damages in the amount of \$125 per day per vehicle. Upon delivery of the first unit all others will follow at a rate of (1) one unit per week until order is complete.	X	X	DELIVERY SCHEDULE = 240 to 270 DAYS AFTER RECEIPT OF PURCHASE ORDER. THIS IS DUE IN WHOLE TO PB LOADER LEAD TIME IS 120-150 DAYS AFTER RECEIPT OF CHASSIS.

ITB FS-19-124
Freightliner CNG, 6x6 Dump Trucks

BID SECTION

\$ 288,613.00 COST FOR VEHICLE
\$ 10.50 TIRE TAX
\$ INCLUDED DELIVERY
\$ 29,583.91 SALES TAX @ 10.25%
\$ 318,207.41 TOTAL VEHICLE COST EACH

\$ 954,622.23 GRANT TOTAL FOR 3 VEHICLES

ESTIMATED DAY OF DELIVERY	<u>240 - 270 DAYS ARO</u>
PAYMENT TERMS (discounts offered)	<u>0% NET 30</u>

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

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTERS

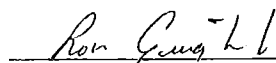
Business/Contractor/Agency

RON CREIGHTON

FLEET & MUNICIPAL SALES

Name of Authorized Representative

Title of Authorized Representative



Signature of Authorized Representative

OCTOBER 14, 2019

Date

r21411

Acceptance of Certification

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

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

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

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

Attachment B



City of Long Beach
Purchasing Division
411 W Ocean Blvd/6th
Floor Long Beach CA
90802

Reference Information Form

Client/Contractor Name LONG BEACH WATER DEPARTMENT

Project Manager/Contact Name PATRICIA ROBINSON E-mail _____ Ph. No. (562) 570-2393

Address 1800 EAST WARDLOW ROAD LONG BEACH, CA. 90807

Project Description (1) LNG, TEN YARD DUMP TRUCK

Project Dates (Start and End) MARCH 29, 2014 Contract Term(s) NET 30 Contract Amount \$380,841.76

Client/Contractor Name CITY OF TORRANCE

Project Manager/Contact Name JOHN DRAKODAIDIS E-mail JDrakodaidis@TorranceCA.gov Ph. No. (310) 618-6283

Address 20500 MADRONA AVENUE TORRANCE, CA. 90503

Project Description (7) 2020 FREIGHTLINER 114SD CNG HEAVY DUTY DUMP TRUCKS

Project Dates (Start and End) AUGUST 7, 2019 Contract Term(s) NET 30 Contract Amount \$1,578,218.47

Client/Contractor Name CITY OF PASADENA

Project Manager/Contact Name TED SCHUSTER E-mail tschuster@cityofpasadena.net Ph. No. (626) 744-4342

Address 100 GARFIELD AVENUE, ROOM N023

Project Description CNG 3 AXLE DUMP TRUCK

Project Dates (Start and End) MAY 31, 2019 Contract Term(s) NET 30 Contract Amount \$238,702.80

Client/Contractor Name CITY OF BURBANK

Project Manager/Contact Name PAUL HERMAN E-mail pherman@burbankca.gov Ph. No. (818) 238-5466

Address 301 EAST OLIVE AVENUE P.O. BOX 6459 BURBANK, CA. 91510-6459

Project Description FREIGHTLINER M2 CONVENTIONAL CAB with CNG ENGINE and a TEN (10) YARD DUMP BODY

Project Dates (Start and End) FEBRUARY 11, 2014 Contract Term(s) NET 30 Contract Amount \$188,419.04

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____ Contract Term(s) _____

Project Dates (Start and End) _____ Contract Amount _____

ATTACHMENT C

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY VEHICLE GROUP	
2 Business name/disregarded entity name, if different from above LOS ANGELES FREIGHTLINER (WHITTIER, FONTANA) SAN DIEGO FREIGHTLINER, SOUTH BAY TRUCK CENTER	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 101284	Requester's name and address (optional)
6 City, state, and ZIP code PASADENA, CA. 91189	
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Ron Fung LL</i>	Date ► OCTOBER 14, 2019
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: RON CREIGHTON Title: FLEET & MUNICIPAL SALES

Signature: *Ron Creighton* Date: OCTOBER 14, 2019

Business Entity Name: LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTERS

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTER Federal Tax ID No. [REDACTED]
Address: 2429 S. PECK ROAD
City: WHITTIER State: CA. ZIP: 90601
Contact Person: RON CREIGHTON Telephone: (909) 510-4406
Email: rcreighton@vvgtruck.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 OCTOBER, 2019 at FONTANA, CA.

Name RON CREIGHTON

Signature Ron Creighton

Title FLEET & MUNICIPAL SALES

Federal Tax ID No. [REDACTED]



City of Long Beach
Purchasing Division
411 W. Ocean Blvd 6th Floor
Long Beach, CA 90802

Attachment E

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
 - Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.



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- Self-insurance of self-insured retention must be approved in writing by City in advance and protect the City in the same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims



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Floor Long Beach, CA
90802

are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
- The provisions of the indemnification shall survive the expiration or termination of this Contract.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

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

Printed Name: RON CREIGHTON

Title: FLEET & MUNICIPAL SALES

Signature: *Ron Creighton*

Date: OCTOBER 14, 2019

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

Business Search - Business E... x

File Edit View Favorites Tools Help

Convert Select

Business Search - Business... PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Legistar

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Alex Padilla
California Secretary of State

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Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. 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.
- In the "Search Criteria" box, 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 filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type * ☐ Search by Corporation Name ☐ Search by LP/LLC Name ☐ Search by Entity Number

Search Criteria, * Search Filter Keyword

Please include a printout from this website with your bid.

Individual and Sole Proprietor businesses are exempt.

PB LOADER MILL SPEC'S

GENERAL:

The dump body shall be a heavy-duty contractor body to be used on a multi-axle chassis. The hoist shall be a single cylinder front mount telescopic type hoist. The complete body, hoist, and cylinder package must be supplied by a single manufacturer and be a proven standard production model. Literature must be supplied for the body and hoist being submitted for approval. A DuraClass HPT-316 or approved equal are recommended.

DIMENSIONS:

Body Length	16'
Body Width	87"
Body Capacity	12/13 Cubic Yards
Side Height	36"
End Height	48"

MATERIAL:

Sides	10 Gauge High Tensile
Side braces	10 Gauge High Tensile
Tailgate	3/16" High Tensile
Front Head	10 Gauge High Tensile
Floor	1/4" AR400
Understructure	Crossmemberless Two-deep flared longitudinals fabricated of 3/16" hi-tensile steel and are 10" fully boxed
Rear Apron	8 Gauge High Tensile
Rear Corner Post	10 Gauge High Tensile

SIDES:

Side panel constructed of 10 ga. high tensile steel, all exposed bends to be 1" radius
One full length horizontal self-cleaning brace per side
Top rail to be box section 4-5/8" wide x 8-3/8" tall
Centerbend to fold back at 20 degrees at top and bottom to bend back at 35 degrees from horizontal. No seam visible to outside or bottom of top rail
Front corner post to be 3-7/8" deep and shaped to match side posts
5-1/2" inch wide 35-degree sloped rub rails
Minimum 10" wide full depth rear corner post
Minimum 5-1/2" deep rear corner post to house needed lighting
8" Board pockets
100% fully solid welded construction

TAILGATE:

Tailgate panel constructed of a one-piece sheet of 3/16"
high tensile steel for added strength
All horizontal bracing, including top rail, to be dirt shedding
using large radius die
3 panel tailgate design
Minimum 1" flame cut offset upper tailgate hinge
Minimum 1-1/2" upper tailgate pin
Minimum 1-1/4" lower tailgate pin incorporated in
lower vertical tailgate brace for added strength
Minimum 3/8" diameter proof coil spreader chains
5/8" lower latch assembly
3/4" plate flame cut lower pin cradle
Complete tailgate latching assembly reinforced with a 1/4"
backing plate for added strength
100% fully solid welded construction

FRONT HEAD:

Front head panel constructed of a one-piece sheet
of 10 ga. high tensile steel
Three bend top rail (minimum 3" wide, 2" deep with
a 7/8" return flange)
To be a minimum 8" higher than the side height
100% fully solid welded construction

FLOOR:

Constructed of two center seam welded pieces of
1/4" AR400 steel
87" inside width
Knee brace floor to side bracing

UNDERSTRUCTURE:

Crossmemberless
Two deep flared longitudinals fabricated of 3/16" hi-tensile
steel and are 10" fully boxed

HOIST:

Subframeless
Single cylinder high-pressure front mount telescopic hoist
Maximum 5" nominal diameter cylinder with three
stages and a minimum 130" stroke
Chrome plated (Vickers, DPH 900-1100) piston rods
Minimum 50-degree dump angle
NTEA Class 120 hoist
Heavy-duty hoist frame
Heavy-duty flame cut platform type rear hinges
100% fully solid welded construction

HYDRAULIC:

Chelsea Hot shift PTO

Pump/Valve 29 GPM at 1800 RPM with air shift

Pump shall be direct mount to PTO

Body control, cables.

Mounted in dash

30 gallon hydraulic tank, sight glass and temperature gauge

In line suction screen, return oil filter and gate valve shut off

And suction port and magnetic drain plug

TOW PACKAGE:

½" Hitch plate with ½" wrapper and A-framed to chassis rails with two D-rings

45-ton Pintle without Air.

6-wire socket.

LEGAL EQUIPMENT:

Two LED combo tail and backup lights mounted under the body on each side of frame recessed for protection

ICC three light cluster and four clearance lights shall be 2½" grommet mounted Reflectorized LEDs

Heavy duty ½" rubber mud flaps at rear and steel mud guards in front of rear wheels