

3809.0405

BID NUMBER PA-00406
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK



INVITATION TO BID

ELECTRONIC COMMUNICATION
INSTALLATION ON EMERGENCY FIRE
APPARATUS

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

CONTRACT NO. 29423

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: Anaheim CA ON THE 10th DAY OF November, 20 05.
CITY STATE MONTH

COMPANY NAME: 911Vehicle TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2130 E. Winston Rd. CITY: Anaheim STATE: CA ZIP: 92806

PHONE: 714-808-0911 FAX: 714-808-0916

SI [Signature] President
(SIGNATURE) (TITLE)

Dan Walters dan@911vehicle.com
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Secretary
(SIGNATURE) (TITLE)

Mark Attaway support@911vehicle.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH
BY [Signature]

12/13/05

APPROVED AS TO FORM 11/28, 2005
ROBERT E. SHANNON
CITY ATTORNEY
BY [Signature]
Senior Deputy

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

The following information is submitted regarding the bidder:

Legal Form of Bidder:

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

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

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

Yes No

Name of certifying agency:

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

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 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 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.

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.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 8th 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 the Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

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.

12. 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.

13. 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.

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. 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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:

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

BID DUE DATE: NOVEMBER 10, 2005

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

MICHELLE MILLER 562-570-6020
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

TIM DUGGAN 562-570-5404
DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

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

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

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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

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

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES NO

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

18. AMERICANS WITH DISABILITIES ACT:

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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.
26. 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.
27. 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.
28. 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

CONTRACT – GENERAL CONDITIONS

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 Eugene Fong at 562-570-5023 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.

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

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

B. Contractor shall carry on the Work at his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

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

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

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

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

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

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

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

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

CONTRACT – GENERAL CONDITIONS

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 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 the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

CITY OF LONG BEACH
 DETAILED SPECIFICATION FS0511 (A)
 EMERGENCY FIRE APPARATUS
 ELECTRONIC COMMUNICATION INSTALLATION

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. Bids shall include all labor and materials, new and unused, not provided by the City of Long Beach. **FAILURE TO COMPLETE ALL BLANK SPACES SHALL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.**

DESCRIPTION:

The Long Beach Fire Dept is anticipating the installation of electronic communications system using new materials for its upcoming fire apparatus purchase. The communication equipment installed shall be new and unused. The complete communication system shall include, but not be limited to the following: a separate power source complete with circuit breakers, wiring, vehicle intercom system with headsets and plug-in jacks equipped with radio interface capabilities, and various two-way mobile transceivers with antennas, hand microphones and external speakers.

GENERAL:

Any required cutting to any part of the vehicle shall have the prior approval from a designated representative of the Long Beach Fleet Services Bureau. .

1. All cuts shall be straight, neat and the smallest size necessary for the installation of all components.
2. No holes shall be drilled or cut into the cab instrument console, unless absolutely necessary and shall have the prior approval from the Bureau representative.
3. When drilling holes, the contractor shall take every precaution not to disturb any components or wiring.
4. Total installation of wiring and components shall be in accordance with the communication manufacturer's instructions.
5. All holes drilled in the vehicle interior shall have rubber grommets installed wherever possible. All holes and grommets shall be sealed with a silicone based weatherproofing sealer.
6. All wiring shall meet SAE standard J1292 and shall be high temperature resistant.
7. Electronic installation shall be built to meet the severe conditions typical in the fire service.
8. Conversion shall be accessible and promote ease of maintenance.

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BRACKETS:

All fabricated brackets shall support the weight of mounted equipment without flexing or vibration. Brackets shall be made of hot rolled steel with welded joints and securely mounted and painted with a black satin finish.

INTERIOR:

All interior panels including the headliner kick panels, and side panels shall be removed to facilitate the installation of wiring and coaxial cable. Trim shall be replaced in an undamaged condition with no visible lumps, bends, stress marks, or misalignment of interior panels.

CLEANLINESS:

All drill shavings shall be removed prior to the reinstallation of any interior components. The vehicle interior shall be covered during the installation process to prevent any damage from shavings, tools, wires or other metal objects.

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The contractor shall pay for any damage that is detected after the final inspection meeting, which, at that time, shall include a full inspection report.

CONSTRUCTION:

1. All circuits shall be color coded and labeled.
2. All circuits shall be protected with fuses or manual circuit breakers.
3. All wiring shall conform to SAE standard J1128 (low tension primary cable) for GXL installation.
4. All electrical components, including wiring, shall be rated at 125% of the maximum intended load.
5. All wiring shall run in enclosed looms or conduit and shall be color-coded with circuit designation every three (3) inches.
6. All main power and battery connections shall be covered with silicone seal shrink tubes.
7. All crimp connectors shall be the heavy duty, nylon type. Standard duty vinyl connectors are not acceptable.
8. Insulation-displacement connectors, such as "Scotch-Lock" are not acceptable.
9. Open crimp type connectors used for exterior connections are not acceptable.
10. **Electrical Tape is not acceptable for any connections**
11. Wiring shall be the following:
 - a. A 300-degree heat resistant wiring loom.
 - b. Hard plastic (snap-in or glue-in) or rubber grommets wherever wiring passes through walls or partitions.
 - c. Plastic cable ties
 - d. Rubber coated aluminum cable clamps.
12. Wiring shall be tied together and clamped to bulkheads to ensure maximum security and vibration resistance whenever possible.
13. All continuous runs of wiring shall be supported at intervals of 16" or less.
14. No loose wiring shall be exposed or visible in any area of the vehicle's interior.
15. All wiring and harnesses, whether exposed or not, shall be secured to the body with rubberized metal clamps, or to existing wiring with plastic wire ties.
16. All exposed wiring and cable, in other areas of the vehicle, shall be protected from damage or accidental contact. No wiring shall be run under the rubber matting or aluminum diamond plate flooring.
17. All excess cable (prefabricated harnesses) shall be neatly coiled, tied with wire ties and secured with plastic cable clamps.
18. All wire ties shall be trimmed flush and have no sharp edges exposed.

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CONSTRUCTION (CONT):

- 19. All soldering shall be of high quality. Solder "blobs" and cold solder joints are not acceptable.
- 20. In-line fuse holders shall be marked with the circuit they protect and shall be installed in accessible locations.

ANTENNA MOUNTS AND ANTENNA CABLE:

The fire apparatus shall be equipped with six (6) thick roof mount antennas model # KE- 794 or approved equal with thirty (30') feet of coax cable. The diamond plate roof must be modified to create a flat surface allowing the antenna base to seat properly. The cable shall be color-coded four (4") inches from the antenna base and four (4") inches from the end of the cable and every three (3') feet along the cable. The coax cables shall be routed behind the officer's seat. No shortening of coax antenna cable is allowed. Any spare coax cable shall be coiled and labeled. At least one full cable coil shall be placed under each radio. The roof antennas shall be spaced minimum eighteen (18") inches apart and from the roof edges for the best SWR reflected power rating. Prior to delivery, a SWR test of antennas shall be performed with a printed report showing the readings from each antenna. Any unused antennas shall be covered with a chrome rain caps.

BASE ELECTRICAL CONVERSION:

The electrical system for communications shall be rated at 125% of possible load demands. All terminations shall be protected with covers and dielectric grease. **No Exemptions!**

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MAIN DC POWER ELECTRICAL BUSS:

The main power shall be a 4 gauge red power cable routed from the isolated communications battery to the power distribution panel mounted behind or below the officer's seat position. There shall be a 100 amp breaker mounted in an accessible area within 6"-12" of the main battery post that will be the main power disconnect for any communications equipment added to the apparatus. The breaker shall be Bussman Part # 02-803, 100 amps with valet disconnect button or approved equal. The cable shall then be routed into the cab on the officer's side. (Grommets must be used anytime wires enter or leave the walls or partitions of the apparatus). The power cable shall be secured to the chassis every fourteen (14") or less to existing secured wiring harnesses using plastic wire ties or rubber coated metal cable clamps. The 4-gauge power cable shall then be connected to a four (4) position TRC Maxi-Fuse block #77-348 or approved equal, for powering the radios and accessory options. All cables excluding the power cable shall be labeled per function every three (3") inches on the wire and all fuses on the distribution blocks and inline fuses shall be labeled as to the product they protect. The main ground shall be a 4 gauge black ground wire ran from the frame ground or chassis ground through the tilt cab hinges to behinds the officer's seat. The ground wire shall be protected with a 300 degree loom and shall be secured to the chassis by either adding rubber coated wire clamps or by fastening the cable to existing secured wiring harnesses with plastic cable ties. The ground shall be rated for a maximum load of 300 amps. This eliminates the possibility of noise and ground loops, which can potentially damage communications equipment. All equipment grounds shall be terminated behind the officer's seat to a Copper Bussman M-449 Ground Block or approved equal.

BATTERY SWITCHED RELAY:

The battery switched relay shall have a dedicated wire and in-line ATC type fuse holder from the battery switch to the relay mounted behind the officer's seat. This relay shall have power from the battery buss with an 80-amp maxi-fuse for overall protection. This relay shall power a fuse block used to activate the radio turn on leads and other items that need to be powered only when the battery switch is in the "On" position.

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THE FOLLOWING EQUIPMENT SHALL BE SUPPLIED AND INSTALLED BY THE VENDOR:

One (1) Panasonic Tough-Book Mil-Spec Model # 29 with Windows XP software, 1.3 Pentium M processor, 40 GB hard drive, 256 RAM, 802.11G & B, DVD/CDR-W drive.

or approved equal

One (1) Panasonic Tough-Book Vehicle Port Mount Replicator with High-gain antenna port. or approved equal.

One (1) Panasonic 90 degree swivel "Lazy-Susan" pedestal mount for mobile laptop computer. or approved equal.

One (1) Antenna Specialist 800 Megahertz microwave data antenna # ASP-931 or approved equal.

One (1) 220 Megahertz antenna for vehicle locator.

One (1) Antenex QW-450 UHF antenna or approved equal.

One (1) Icom A-200 Aircraft Band radio with antenna.

One (1) Sigtronics Vehicle Intercom System # US 67D with two (2) radio interface capability or approved equal.

Six (6) interior cab roofs, flush-mounted, intercom stations with volume control.

Four (4) push-to-talk radio transmission buttons flush mounted. Location to be in the instrument console cluster with two (2) transmitter buttons on the driver's side and two (2) transmitter buttons on the officer's side.

Four (4) David-Clark "Behind-the-head" headsets Model #3442 or approved equal. All headsets shall have a noise canceling microphone button.

One (1) Motorola VHF- HI or approved equal external speaker located at operator's pump panel.

One (1) Sig-Tronics #900106 Belt Pac for pump panel station or approved equal.

Four (4) David-Clark "Behind-the-head" headsets Model #3442 or approved equal. All headsets shall have a noise canceling microphone button.

One (1) Motorola VHF- HI external speaker located at operator's pump panel.

One (1) Sig-Tronics #900106 Belt Pac for pump panel station or approved equal.

One (1) 150 feet of Beldon #8777 six (6) strand shielded conductor cable or approved equal.

One (1) external weatherproof intercom station located at the left-rear corner of the tailboard, flush mounted.

One (1) external weatherproof intercom station located at the right side of driver's pump panel, flush mounted.

Six (6) Intercom Headset Hooks mounted by every seat position in the cab interior.

**Two (2) Motorola external VHF speakers or approved equal to be mounted on interior cab sidewalls both sides.*

**Two (2) Motorola external UHF speakers or approved equal to be mounted on interior cab sidewalls both sides*

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VHF-HIGH RADIO INSTALLATION:

The LBFD supplied Motorola XLT 2500 VHF single remote head radio shall be installed to the highest standards. The remote head shall be mounted on the dash with the control head slightly facing towards the officer's seat. The control cable shall enter the dash directly behind the mounting bracket and shall then be routed to the radio mounting location behind the officer's seat. The radio control cable shall be labeled and color coded to identify which radio it belongs to. The main microphone for the VHF radio shall be remote mounted to the cab air conditioning box located between the driver's and officer's seat. There shall be an additional speaker installed so that there is a speaker on both sides of interior cab walls. The VHF radio shall have an additional remote mounted microphone model Motorola #HKN-6130A and Motorola # HMN4069E, plus an additional speaker mounted in the storage compartment beside the engineer's pump panel. The Seagrave supplied pump panel speaker shall be connected to the VHF radio. The pump panel speaker shall have a weather-proof protected ON/OFF switch. The radio shall be powered by the dedicated communications battery and shall be activated by the battery witted buss. The radio shall have a Maxrad # MWB- 1320 VHF antenna or approved equal. The antenna shall be trimmed to 162 megahertz for the 150-174 megahertz public safety band. The antenna cable shall be color coded WHITE. . The speakers shall be balanced per location using resistors and impedance information to insure sufficient volume levels.

UHF RADIO INSTALLATION:

The LBFD supplied Motorola XLT 2500 UHF radio single remote head shall be installed in 911 part # 911-SOHRB or approved equal overhead Radio Box located above the officer's seat. The radio shall have an additional speaker added so that there is a speaker mounted on both sides of the interior cab wall between the forward facing seats and the rear facing firefighter seats. The control shall be mounted in a removable faceplate with an 18" service loop so that the control head can be easily removed for service. The control cable shall be routed through the overhead to the radio mounting location, behind the officer's seat. The cable shall be color coded and labeled for identification purposes. This radio shall be powered by the dedicated communications battery and shall be activated by the battery switched fuse buss. The radio shall have an Antenex QW # 450 UHF antenna or approved equal.

The antenna cable shall color coded BLUE. No exceptions.

The speakers shall be balanced per location using resistors and impedance information to insure sufficient volume levels

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AIRCRAFT BAND RADIO:

The Icom or approved equal Aircraft band radio shall be mounted on the dash. The power cable shall be routed back to the power distribution panel behind the officer's seat. One antenna shall be routed to the dash for the ICOM radio. This shall follow the same routing path as the VHF radio data cable. The ICOM radio shall be listed as an additional feature because it shall only be installed in selected apparatus. The aircraft radio shall have an AFT antenna tunable field. This antenna shall be trimmed to 122 megahertz for the aircraft AM band.

The speakers shall be balanced per location using resistors and impedance information to insure sufficient volume levels.

PANASONIC TOUGHBOOK MOBILE LAPTOP:

The vehicle's onboard computer shall be a Panasonic Tough book Model #29 or approved equal, which shall include Windows XP software, 1.3 Pentium M processor, 40 GB hard drive, 256 RAM, 802.11G & B wireless technology, 13.3 TFT screen, DVD/CD-R-W drive. The computer shall be mounted on the engine cowling approximately five (5") inches from the switch panel. The computer-mounting base shall be bolted through. The computer shall have the ability to swivel towards the driver's and officer's seat and shall be visible from both areas. The power harness shall be loomed and then routed through the switch panel following the same harness path as the radio data cables to the power distribution behind the officer's seat. The hole in the dash switch panel shall be low enough and in an area that will not interfere with the switch panel operation. This shall also be the most direct path still allowing the port replicator to pivot without straining the cable. The computer shall be powered by the communications battery and shall be wired "hot" at all times.

VEHICLE INTERCOM SYSTEM:

The fire apparatus shall be equipped with a Sigtronics Dual Radio Vehicle Intercom System # US-67D, or approved equal. The vehicle intercom system shall be mounted on the dash beside the VHF radio so that the selector switches are easily accessible. All wiring harnesses shall be color coded per phone-jack station location. There shall be a service loop provided at each jack station. All connections shall be soldered and protected with either electrical tape or heat shrink connectors.

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VEHICLE INTERCOM SYSTEM (CONT):

The Motorola XLT 2500 VHF dispatch radio shall be the primary radio and the UHF shall be the secondary radio for the intercom system. The required radio interfaces shall be installed for the Motorola XLT 2500 VHF radios, which will be supplied by the City of Long Beach. There shall be six (6) interior headset jack locations; one for the driver/engineer, one for the officer/captain, four for the firemen seated in the rear of the cab. All jack stations shall be mounted in aluminum plates, and isolated or insulated by D/C Ground. Volume Potentiometers shall be wired in an L-Pad configuration per headset jack location for proper function with the David Clark headsets. All shielded cable shall be used to eliminate noise in the headsets. The PTT buttons shall be mounted on the dash at the lower outer edge of the switch panel. Two (2) for the driver's side and two (2) for the officer's side. There shall be a Belt Pack Station mounted in the side cabinet next to the pump panel. This is the same location that the remote mounted microphone is located. This cable shall be routed through the cab tilt hinges and protected in a 300 degree split loom. This cable shall be secured by either attaching to existing secured wiring harnesses or with rubber coated steel cable clamps. There shall also be a rear tailboard jack station located on the driver's side rear panel. This shall have only a jack and a weatherproof cover. There shall be no jack housing or jack box. The cable shall be routed from the dash through the cab tilt hinges, along the chassis frame rails, to the rear of the apparatus. This cable shall be protected with a 300 degree split loom and shall be securely fastened to the frame. No background or engine noise shall be acceptable in the headsets. The system shall be tested prior to delivery for radio transmit and noise. The intercom system shall included four (4) David Clark headsets model # H3442, or approved equal.

MOTOROLA VRM # 850

The LBFD supplied Motorola VRM #850 shall be mounted behind the officer's seat. The data cable shall be routed to the laptop following the same harness path as the computer power cable. This cable shall be loomed.. There shall be at least one full service loop at the VRM and at the computer. The VRM shall be powered by the communications battery and shall be powered "hot" at all times. The VRM radio shall have an Antenna QW-800 or approved equal antenna. The antenna cable shall be color coded 4" from each and end and every 3" GREEN.

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AM/FM/WEATHER/CD PLAYER:

One (1) AM/FM/CD/Weather Band Homeland Security radio with four (4) speakers. Radio shall be mounted in an overhead radio box. Power cables shall be extended and fused at the power distribution panel located at the officer's seat. The radio shall be powered by the communications battery and shall be activated by the battery switch. There shall be four (4) speakers installed, Pioneer # TS-66 or approved equal. There shall be two (2) speakers on each side-wall of the cab between the front seats and the rear facing seats and two (2) speakers on the ceiling at the rear cab wall, one on each side. The speakers shall be secured to the headliner and sidewalls using "nut-serfs" and the cables shall be routed to the radio head unit located in the overhead radio box. The front output of the radio shall go to the intercom and the rear output shall go to the cab speakers. This gives the crew the ability to control the volume level between the cab speakers and the intercom by "fading" the audio output between the two settings. The radio shall need a Metra # 44-UA30 or approved equal amplified antenna with a Metra # 44-EC120 or approved equal 120" antenna extension, male to female. The amplified power lead shall be connected to the radio power antenna lead for a 12-volt control.

STEREO HEADSET INTERFACE:

The headset interface shall be SRS model # 6 or approved equal. This will interface the car stereo audio into the headsets. The interface shall mute any stereo audio during any voice or audio transmission over emergency two-way radio and shall also have an over-ride shut-off switch installed next to the AM/FM/Weather stereo.

VEHICLE LOCATOR:

The City of Long Beach supplied RSI automatic vehicle locator shall be installed behind the officer's seat. The AVL shall be powered by the communications battery and shall be activated by the battery switch. All cables including the antennas shall be color-coded and labeled per function.

PUBLIC ADDRESS MICROPHONE:

The public address microphone shall be extended and relocated to the air conditioning unit located in the center of the cab, next to the VHF microphone.

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PROJECT COMPLETION:

The completed vehicles shall be delivered to the City of Long Beach, Fleet Services in finished, turnkey condition. Upon delivery of each completed unit, a detailed "As-Built" wiring schematic shall be provided.

WARRANTY:

1. The contractor shall provide a time schedule for repair within one (1) working day after notification by telephone a response for warranty service. Warranty repair work must be completed within two (2) working days of notification.
2. If the contractor does not respond by telephone or email within two (2) working days it shall be assumed, as approval for the City to repair the vehicle or obtain outside warranty service. The City will bill back to the contractor for time and materials. The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from components manufacturers
3. The vehicle manufacturer/fabrication contractor shall furnish all warranty documentation to the City.
4. Defective parts shall be labeled and retained by the City until parts are replaced, then contractor shall take full responsibility for returning any defective parts to his supplier.
5. Outside vendor repair facility parts and labor billing shall go directly to the manufacturer.
6. Vendor shall pick up and deliver defective vehicle or components to Fleet Services Bureau, 2600 Temple Ave Long Beach, CA 90806, within one (1) working day from call being placed to vendor.

SECURED PARKING:

Vendor shall be able to park securely up to two (2) fire apparatus outside the building and up to four (4) fire apparatus inside the building.

PARTS TRACKING:

Vendor shall be able to track parts supplied for installation on City's fire apparatus and supply print out repair work orders on every unit showing parts issued.

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<p><u>TIME SCHEDULE:</u></p> <p>Vendor shall provide a projected time/work schedule for ten (10) emergency fire pumpers. A maximum number of days per vehicle shall be included.</p>		
<p><u>ADDITIONAL UNITS CLAUSE:</u></p> <p>The City shall have the right to include additional units to the existing contract during the term of the contract.</p>		
<p><u>COMMENTS AND EXCEPTIONS:</u></p>		

CITY OF LONG BEACH
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BID SPECIFICATIONS

THERE ARE A TOTAL OF TEN (10) UNITS REQUIRING EQUIPMENT AND INSTALLATION.

COST PER UNIT LABOR (NOT INCLUDING TAX) \$850. EACH

COST PER UNIT FOR PARTS (NOT INCLUDING TAX) \$11,238. EACH

INSTALLATION TIME PER UNIT 1 week

INSTALLATION WARRANTY ON PARTS AND LABOR

1 year warranty on Parts / 3 years on Labor

BID SHALL INCLUDE ALL LABOR AND PARTS NOT PROVIDED BY THE CITY OF LONG BEACH

FAILURE TO COMPLY WITH ALL REQUIREMENTS WILL DISQUALIFY YOUR BID.

BASIS OF AWARD OF CONTRACT

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

City of Long Beach, CA

Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- **Instructions concerning signatures (page 2 on bid) are NOT followed.**
- **When the bid is signed by someone other than the corporate officer(s) a certified corporate resolution MUST accompany the bid.**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.
NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietor (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).
NOTE: Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- **A Certified Corporate Resolution does not accompany bid when bid is signed by a person other than a corporate officer. [LINK TO SAMPLES OF ACCEPTABLE DOCUMENTATION TO ALLOW OTHER SIGNATURE.](#)**
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-10-2005

GROUP:
POLICY NUMBER: 1731344-2005
CERTIFICATE ID: 11
CERTIFICATE EXPIRES: 03-28-2008
03-28-2005/03-28-2008

CITY OF LONG BEACH
333 W. OCEAN BLVD, PLAZA LEVEL
LONG BEACH CA 90802

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-28-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

911VEHICLE COM
2130 E WINSTON RD
ANAHEIM CA 92808

SP