BID NUMBER PA-01309

TO:

CITY OF LONG BEACH

CITY MANAGER

ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level

Long Beach, California 90802



INVITATION TO BID Gas Field Service Trucks with Custom Service Bed

	71	22
CONTRACT NO.	O T	44

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 au	uthorized to sign b	oids and contrac	ts on behalf	of the Contractor	- refer to page 2	Instructions
Concerning Signatures.)							

EXECUTED AT:	Santa Awa	CA ON	THE 25	DAY OF _	March,	_ 20 <u>09 .</u>
COMPANY NAME	Tom's Tru	ck Cent	er, Inc	TIN:	(FEDERAL TAX IDENTIFICA	TON AN IMPERI
STREET ADDRES	s: 909 Nl. Bra	ud AvecTTY: _	Santa	. Awa	STATE: CAS	ZIP: <u>9270</u> /
PHONE:	949-683-	6430	FAX: <u>9</u> /	4-56	0-4144	
s/	M			G.S.1		
VERN	HARMIEN		ν	HARMI	(TITLE) ELP T T R (EMAIL ADDRESS)	uck-com
s/	PRINT NAME)				(EMAIL ADDRESS)	
V.	John Dillin	9			ng @ttr	
ALL S	(PRINT NAME) SIGNATURES MUST BE NOTAR	ン IZED FOR ALL COM	PANIES LOCAT	ED OUTSIDE TH	(EMAIL ADDRESS) HE STATE OF CALIFOR	RNIA.

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.	APPROVED AS TO FORM 7-22, 2009.
THE CITY OF LONG BEACH BY 7.23.09	ROBERT E. SHANNON CITY ATTORNEY
Director of Financial Management Date	Peputy Rev 02/04/09

BID NUMBER PA-01309

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 sub	omitted regarding the Bidder:
Legal Form of Bidder:	
1 5	State ofCA
Partnership	State of
General	□ Limited □
Joint Venture	
Individual	DBA
Limited Liability Company	y State of
Composition of Ownership (more to Ethnic (Check one):	than 51% of ownership of the organization): OPTIONAL
	☐ Asian ☐ Other Non-white
□ Hispanic	☐ American Indian Caucasian
Non-ethnic Factors of Ov	vnership (check all that apply):
✓ Male	Yes - Physically Challenged Under 65
∷ Female	□ No – Physically Challenged □ Qver 65
Is the firm certified as a Disadvan	
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 <u>contracts</u> 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.

BID NUMBER PA-01309 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State	e of		
Cou	nty of		
On	Before	e me,	NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
	DATE		NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTART PUBLIC
Pers	sonally appeared		NAME(S) OF SIGNER(S)
р	personally known to me - OR -	person(s) vinstrument executed the and that by person(s), acted, executed.	me on the basis of satisfactory evidence to be the whose name(s) is/are subscribed to the within and acknowledged to me that he/she/they he same in his/her/their authorized capacity(ies), y his/her/their signature(s) on the instrument the or the entity upon behalf of which the person(s) suted the instrument.
		WIINESSI	my hand and official seal.
			SIGNATURE OF NOTARY
		— ортк	ONAL
Thoug this fo		e valuable to perso	ons relying on the document and could prevent fraudulent reattachment of
	CAPACITY CLAIMED BY SIGN	ER	DESCRIPTION OF ATTACHED DOCUMENT
	INDIVIDUAL CORPORATE OFFICER		
	TITLE(S) PARTNER(S)		TITLE OR TYPE OF DOCUMENT
	ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:		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 Contractor's invoice.

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the 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. A copy of the 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, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Na	me:		
Address:		 	
Commodity/S	ervice Provided:		

thnic Factors	of	Owner	ship: (more than 51%)		
Black	()	American Indian	()	
Hispanic	()	Other Non-white	()	
Asian	()	Caucasian	()	
Certified by:						
Valid thru:						

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Circle appropriate designation: MRF WRF

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:	MARCH 26, 2009
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 KING 562-570-6020

BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

 JOHN SEEVERS
 562-570-5406

 DEPARTMENT CONTACT
 TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

It is our policy <u>not</u> to release price information on these Bids until the department has reviewed them and award has been approved by the 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 <u>not</u> be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the <u>apparent</u> low Bidder will be posted on the Internet for a period of one (1) 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

18. INTER-AGENCY PARTICIPATION:

IF	OTHER	AGEN	ICIES	EXF	PRESS	AN	INTEREST	IN
	RTICIPATIN ME ITEMS.	IG IN	THIS	BID,	WOULD	YOU	SUPPLY	THE
SAN	ie ii eivis.							

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.)

19. AMERICANS WITH DISABILITIES ACT:

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

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

BID SECTION

- 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"

BID SECTION

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 Rosie Bouquin at 562-570-7079 for assistance with the form.

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

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

- 30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
 - A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
 - B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
 - C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

BID SECTION

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
 - The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.
- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

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

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

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

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

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

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

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- 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.

Comments and Exceptions Comply 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 two axle Cab. & Chassis 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. indicate > These specifications 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 Such data sheets shall be equipment. included with, and made a part of this quotation. Bids shall be considered on equipment complying substantially with these specifications, provided all deviations are stated and all substitutions are described, including technical data where applicable, in a letter attached to the bid.

	Comply	Comments and Exceptions
General Continued:	Yes No	
The City of Long Beach reserves the right to determine whether such substitutions 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.		
Brand Names:		
Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".		
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.		
If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.		

	Comply Yes No	Comments and Exceptions
 Conditions: ➤ The design of the complete unit shall embody the latest approved automotive engineering practices and the workmanship must be of the highest quality in its respective field. The Contractor shall be responsible for the integrity of the completed unit. The unit shall be completely equipped as specified and be ready for immediate service upon delivery. ➤ The unit(s) 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 form their responsibility of furnishing a service body truck with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete unit(s) and all components shall be standard production items unless otherwise specified. 		
Description The City of Long Beach Gas & Oil has a need for (4) four, new conventional cab, two axle, field service trucks. The preference is for 2008 Class Six or Seven gasoline powered in stock vehicles. However 2009 Class Five gasoline powered trucks will be accepted as a part of the bid. This bid may be awarded to two separate vendors.		The gooted IN-Stock trucks are 2009 MY Two (2) 6500 and Two (2)7500 C5500 (26,000 16 GVWR) Trucks can be supplied as 2010 MY
Certified GVWR: Shall be at least 26,000 pounds.		Both C6500 and C9500 roted at 25,930 Lb GVWR

	Comply Yes No	Comments and Exceptions
Vehicle Lengths:		The wheelbose of the
Wheelbase shall not exceed 194 inches. Must comply with all California State Laws.	L	trucks IN-Stock have
Overall length of complete truck shall not exceed 330" inches.		a 260"WB(192"CA). The wheelbase will be
CA: 126 inches useable		Shortened to 194" with a 126" CA
Width:		
Unit shall not exceed maximum legal California width of 106-inches.	~	
Engine:		
 Shall meet 2008 EPA/CARB emission certification. Gasoline powered 8.1 displacement engine. 		
Engine shall be compatible with the transmission and driveline and shall be certified by the manufacturer as a specific acceptable combination for medium-duty service.		
Engine shall be equipped with standard electronic controls.		
Engine shall also be equipped with full flow type, spin on oil filter with magnetic drain plug.		
Engine Air Cleaner:		
Shall be an approved type by the engine manufacturer for engine size specified. Shall be at least 14" or larger dry type or approved equal.	$ \mathcal{V} $	
Air cleaner shall be the dry type, Farr, Donaldson or approved equal.System shall have a restriction indicator.		

Comments and Exceptions Comply **Engine Cooling System:** Radiator shall have a minimum 30 gt. Coolant capacity, and shall be largest, heaviest duty, increased capacity system available for the vehicle engine transmission combination. > Cooling system shall be field-tested and certified by the manufacturer for heavy-duty service > Cooling fan shall be a hydrostatic or air controlled clutch type, high water temperature triggered. > All coolant hoses shall be premium EPDM type, such as Gates Green Stripe or Gates Blue Stripe, with constant torque stainless adiustable hose clamps. PowerGrip SB thermoplastic clamps or approved equal. **Alternator:** 150 Amp Alternator > Shall be brushless type, one hundred thirty five (135) ampere capacity rated alternator with integral solid-state regulator. Transmission: Allison ZZOORDS ON > Shall be an Allison Automatic Transmission or approved equal, electronic shift converter type e6500 Trucks with at least five (5) speeds forward and one Allison 2300 RDS ON (1) in reverse with cast aluminum oil pan with C7500 Trucks magnetic drain plug. Transmission oil cooler inside radiator and external oil filter, spin on type. > Transmission shall be equipped with an oil level sensor to allow fluid level to be displayed in dash. > Transmission shall include a Power Takeoff Drive (PTO) option.

Comments and Exceptions Comply Yes Transmission continued: > The chassis manufacturer prior to delivery of the cab and chassis to the service body manufacturer shall program the transmission E.C.U. **Drive Shafts:** Shall be needle bearing type of adequate size, Main Driveline with full round yokes. minimum. Shaft slip joints shall be Spicer "Glide-Cote" type or approved equal. All drivelines shall have takeapart flanges. Steering: Shall be factory left-hand with integral valving. Power steering pump shall be gear driven with a steering gearbox shall be at least 20,000 pound rating. Acceptable manufacturers or approved equal: Ross Sheppard, or Saginaw brand TRW > Steering wheel shall be able to adjust up, and telescope in and out accommodate drivers of different statures. Axles: IN-Stock Trucks Front Axle: 8,000-pound minimum, FG-943 nove 10,000 16 single drop axle or approved equal. front axle rating > Rear Drive Axle: Arvin Meritor, 19,000-pound minimum rating with a magnetic drain plug, single speed. > Axle Gear Ratio: The gear ratios shall be that this 26,000-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. Suspension: IN-Stock trucks have > Front: 8,000 pound taper leaf springs, 10,000 16 front tapergraphite impregnated with bronze bushings

and front shock absorbers.

leaf Springs.

Comments and Exceptions Comply **Suspension cont.:** Yes C6500 rear squings are 21,000 16 multi-> Capacities shall equal axle ratings minimum. leaf > Spring Hangers, if applicable, shall be cast or fabricated steel. Cast iron or aluminum is C4500 rear springs unacceptable. are 23,500 16 multi-Rear: Shall have optional 19,000 pound capacity. **Brakes:** Shall meet the following minimums: ABS trouble shooting connector shall be installed in the vehicle cabin under the left side of the dashboard. Contractor shall provide service manual, electronic testing equipment, electric and air schematics per build on each truck delivered. Hydraulic broke System. Heavy-duty air brake package. > Emergency Brake: > System shall hold the vehicle when fully loaded and manned on a 20% grade. Wheels: Shall be certified by the manufacturer for use with this vehicle. Front & rear tires Two (2) ten (10) hole "flange nut" are ! type, 5-hole ventilated or approved equal steel 295/15R-22,5G wheels to accept 245/75R-22.5 tubeless tires. > Rear: Four (4) ten (10) hole "flange nut" type, 5-hole ventilated or approved equal steel 245/75R-22.5 tubeless wheels to accept tires. > One (1) assembled spare front and rear wheel and tire shall be provided for each unit delivered. Tires: Front & Rean tires > Front: Two (2) 245/75R-22.5 premium grade, steel radial ply casing construction. are: Michelin XZY2, balanced, tubeless approved equal. 795/75R - 22,5 G Rear: Four (4) 245/75R-22.5 premium grade, Goodyear steel radial ply casing construction Michelin XZY2 tubeless type or approved equal.

	Com	ply	Comments and Exceptions
Chassis Frame:	Yes	No	- 11 1
Shall meet the following minimums:			Frama rail Include
Single rail frame, minimum 2,430,000 in/lb RBM per rail without reinforcement, or greater if required by the manufacturer.			reinforcement and are vated at 2,239,600 RBM
Cutting of frame in any way to accept engine or other components is an unacceptable construction method unless authorized by the OEM and approved by the City of Long Beach.			Frome will be Shortened at year to adjust for WB change & Body
First Table			installation.
Fuel Tank: > Single 50 gallon (minimum) steel tank, Easily accessible fill with body configuration.			LH 50 gellon and RH 25 gallon foel tanks.
Additional Truck Chassis Equipment:			
> Air horn		~	5td. electric horn
 Back-up alarm, electric, with motion detector, Cal OSHA approved. 	_		
Front bumper shall be ¼" steel, painted, with tow hook cutouts.	_		chrome bomper
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.		,	
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 at front axle, as applicable.	0	-	
➤ Engine and transmission computerized electronic diagnostic software for appropriate engine and transmission shall be provided with unit delivery.			

	Con	vlar	Comments and Exceptions
Vehicle Cab:	Yes	No	
Shall meet the following minimums:			
➤ Current production, vibration isolated conventional cab, three man cab capacity at least 89" inches wide. Cab shall be same manufacturer as frame rails.	~		
Steps and handholds shall be installed to facilitate cab entry and vehicle inspection.	~		
Instrument panel shall include at least the following control and indicator gauges:			No Gir Pressure gauge
Fuel gauge, water temperature, oil pressure, oil temperature, engine hour 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.	_		No air pressure gauge (No air)
➤ Instruments shall be Stewart Warner "Delux" or approved equal.	1	-	
Conventional doors, right and left sides, with standard style hinges with stainless steel pins and grab handles.	-		
Vehicle shall be equipped with R-134A factory air conditioning with recirculation switch with adequate cooling capacity, and shall cool the cabin to 20 degrees lower than ambient temperature.	۲		
> 30,000 BTU fresh air heater and integral defroster.		-	
Main fresh air inlet shall have recirculation filters.	1		
Full width windshield(s) and rear cab window(s). All glass except front windshield shall be tinted to darkest gradient allowed.	-	-	
Sun visors, right and left sides.	-		
Vehicle Cab cont.:			

		Con	ply	Comments and Exceptions
~	Driver's seat shall be Bostrom high-back air suspension utilizing truck air.	Yes	No ~	High back bucket Seat - Not air
*	Passenger seat shall be two person seating, with storage area.	V		ZORPENEION Zear - Was air
>	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.	L		
>	Cab sound deadening shall be sufficient so occupants inside of cab shall 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.	V		
>	Upholstery shall be heavy-duty vinyl. Any sound deadening material used in cab interior shall be matching colors.		<u>_</u>	IN-Stock trucks are Clath Seats
>	Rubber floor mats.	_		
A	Left and right hand door mirrors shall be 6" X 16" 78-03-8 KD or 7010 Signal Stat head "Retract" type or approved equal. Additionally an 8" convex mirror shall be mounted on both right and left side below standard mirror.	~		
>	Electric dual windshield wipers.	_		
>	Reflector flare kit mounted in cab, Grote #71422, or approved equal.	~		
>	10# ABC fire extinguisher.	~		
>	Shall be equipped with an AM/FM/CD radio with clock and two cab-mounted speakers.	_		IN-Stock trocks include Am/FM Steveo Radio (NOCD)
min	o shall be warranted by manufacturer for a imum of one year from the City of Long ach in-service date.	V		Radio with CD Can be installed at no extra cost, if desired,
Fle	ctrical:			
-16	varioul.			

		Com	vlq	Comme	nts and Exce	ptions
Sha	Il meet the following minimums:	Yes	No			
> (Complete system with heavy-duty wiring installed in compliance with SAE codes.	~				
> -	Twelve (12) volt, negative ground system.	٢				
a	All electrical wiring connectors shall be automotive double-seal, with wiring in split convoluted loom.		-			
F	All soldered wiring connections shall be botted with rubberized covering. Crimp type connectors will be protected with shrink-wrap. Japrotected wiring in any application is unacceptable.		-			
i	All electrical limit switches shall be epoxy mpregnated to minimize effects of excess noisture.	~	-			
r	System shall be protected with an adequate number of circuit breakers to evenly distribute he electrical load. Fuses unacceptable.					:
s p	All wiring shall be loomed and routed the simplest, most direct and most protected way possible with separate accessory and body unctions to be frame mounted in a waterproof unction box.					
	Wiring shall be supported or clamped at ntervals not to exceed thirty (30) inches.					
	Manufacturer shall provide color-coded wiring liagram per build with each unit delivered.	~				
5	One 12V cigarette type accessory terminal shall be centrally located in the cab on the lash and individually protected by circuit preakers (for radios).	✓			4	
r	Battery shall be 1000 CCA, heavy-duty naintenance free type, Delco, Gould or approved equal.		r	Battery	rated @	470 CCA
	All electrical schematics shall be provided as per built unit.	~				

		Com	ply	Comments and Exceptions
Vε	hicle Lighting:	Yes	No	
>	All exterior cab and chassis lighting shall be LED type.			
>	Where practical all lighting and reflectors shall be mounted in rubber flush mounts.			
A	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.	~		
A	Rear stop and directional lights shall be mounted on rear of body mounted in rubber flush mounts. Vehicle shall be equipped with mid-body turn signals and front and rear identification lights.	~		
A	Flashing beacon, Whelen L22HAP or approved equal, with tree limb protection, mounted on top, forward of center of cab roof. Unit shall be installed on cab with "Nutsert" type retainers. No exceptions. Unit must clear cab shield and must be clearly visible from 360 degrees. Minimum 1-inch diameter "light on" indicator mounted in the cab in plain view of driver.	1		
>	Reflectors: All reflectors shall be 3" minimum diameter.	~		
A	<u>License Plate:</u> There shall be provision for mounting the front and rear license plate with the rear license plate properly illuminated.	_		

Comments and Exceptions Comply Service Body General: Yes > Constructed of 2-sided 14-gauge (A40 or 60) galvannealed steel shall be the material for body sides, front panels, front bulkhead compartment bases.rear panels, interior partitions and roof panels. > All electric welds with permanently sealed ioints > All dissimilar metals to be primed before joining > Floor is to be 3/16 inch galvannealed tread plate > Shelving is to be 18 gauge spangle galvanized steel, 250# rated load Chock holder approximately 11 inches *11 inches *15 inches (2) on right side only at rear wheels > Rear bumper and step, tread to be 9 inch grip strut, vertical smooth face 6 inch channel, 6 inch deck plate steel rise extends full body width at body mount, bolt bumper only and caulk seal to body. Second step at approx 18 inches from ground 12 inches wide bolted on if not manufactured with the bumper. > Floor drains; four (4) 7/16 inch water drain holes left/right/forward and rear of bed **Door and Cabinet Hinges:** > End hinges to be cast formed and made of brass, stainless or A40 galvanneal continuous 1/8 inch stainless rod > Rods to be 5/16 inch steel full length of door > Hinges to be installed with heavy duty pop rivets Risers - Storage: > All bins are to have lockable lids or doors ➤ All bins are to have a half (1/2) inch lip to prevent equipment "bouncing" out of bin > One bin with one shelf (two storage areas: one shelf and on floor of bin) to store natural gas risers. > The two areas shall hold straight risers that are six (6) feet long and three guarters (3/4) of an inch in diameter.

Comments and Exceptions Comply Risers - Storage continued: Yes > The two areas shall each hold twelve risers for a total of 24 > Bin has a usable interior width of 24 inches by six (6) feet three (3) inches deep L > Each shelf is to be four inches deep. > All bins are to be slopped to the back of the truck to allow for drainage of water ➤ All bins are to have a one (1) inch diameter drain hole that is piped to drain to the ground. > Each drainpipe is to be configured to allow for cleaning Service Body Lighting: ➤ Lights General > All lights are to be intrinsically safe/explosion proof Lights Safety: Amber color Cab mounted safety strobe light bar > Rear mounted safety strobe lights, left and right side, (two lights total) > Side mounted safety strobe lights, front side and rear side as well as driver and passenger side (four lights total) > Safety Strobe lights shall be independently controlled from a control box inside the cab. Switches shall control, left side, right side, front, rear and all lights > Lights Work Flood Lights: White > Rear mounted and adjustable from standing on the rear steps Lights Cabinets > All cabinets are to have recessed interior 12volt LED strips with time switch > Lights Inside walkway (exterior) of truck bed One work floodlight (LED), mounted at rear of crew cab that illuminates walk way > Inside truck bed area is to be covered with a retractable cover

	Com	olv	Comments and Exceptions
Onboard Generator:	Yes	No	
Integral 5,500 minimum watt generator,			
110volts/220 volts AC generator, GFI, and			
driveline kit.			
Generator mounted curbside retractable 150	U		
feet electrical cord suitable for the electrical			
load mounted curbside.			
Water System:			
Water hose reel to have capacity to hold	L		
(one hundred) feet of hose, manual rewind	-		
Water hose reel to be rear mounted	V		
> Two hundred feet of ¾ inch diameter hose	U		
to be stored in cabinet: see below			
Hardware:			
➤ All bolts and nuts used in any mounting will be		ļ	
SAE grade 8.	<u> </u>		
Bolts and brackets are not to be welded.			
Compressed Air System:			
➤ Hose ¾ inch ID *100 feet hose reel hose,			
Goodyear "Gorilla", 300 # working pressure,	1		
1,200 # burst pressure, spring type			
interlocking connector ends, "Perfecting			
#PHLS12 steel hose coupling		ŀ	
► Hose connections on front, rear and curb side	ا را		
➤ Hose Reel: Aero Motive model FD			
3410AD100 left hand crank Hannay Reel;			
include stainless 4-sided roller hose guide;			
mount a vertical tube receptacle to hose reel			
for crank handle storage.			
 Air control valve: stainless steel ball type. 		3	
Valve must vent to atmosphere when in			
closed position. Exhaust ball valve Dynaquip			
#VMA1A9JP or equal 1" NPT. Position			
handle swinging from 12 to 3 o'clock position.			
> Airflow check valve. One valve in the 1" line			
that comes from the separator to the hose			
reel box. The check valve to be placed			
directly behind the reel box wall where feed		ĺ	
line comes through the rear wall. 1" Dixon			
safety check valve Feed line from separator to hose reels is to be	ا ر ا		
1' ID stainless steel braided hose with Teflon	-		
lines, 1200# working pressure and 5000#			
burst pressure.			

	Com	vlar	Comments and Exceptions
Compressed Air System cont:	Yes	No	
Whip hose; 3/4 " ID * 12 " wire braid	ر ا		
connector between reel drum and reel hose.			
1" MNPT83/4" hose stem (may require		ŀ	
reducing bushing) and "Perfecting 512 ends		ŀ	
secured by banding clamp NOT screw			
clamp.			
Mount dummy hose coupling to truck by	V		
bolting, the purpose is to secure hose ends.			
Air hose reel to have capacity to hold one	u		
hundred feet of hose, manual rewind			
Air hose reel to be rear mounted	v		
Two hundred feet of hose to be stored in	1		
cabinet			
Compressor:			
Complete unit to consist of air compressor,	_		
receiver tank, oil cooler, air/oil filter			
assemblies, engine speed control,			
> Air receiver, two-stage oil separator, frame			
mounted under service body.			
> Sullair PTO rotary screw or equal			
> Airflow capacity 160 cfm at 1700 rpm			
> Air Pressure 100 psi	1		
 Oil – air separator to be included with 	1		
compressor, sump mounted curb side	~		
equipped with sight glass for oil level and			
min/max level markings and ASME approved			
> Air filter sized for compressor is to be			
included and shall be full flow basket type for	~		
compressor air inlet and spin on hydraulic oil			
filter.	!		
Cooler, air cooled electric motor driven fan,			
with an automatic temperature control for			
quick compressor warm up and correct oil			
temperature during operation. Oil discharge			
temperature must be 160 to 190 F when			
ambient is 100F.			
 Protective controls, automatic blow down 			
valve with automatic protective circuit to stop	V		
power source in case of excessive			
temperature and ASME approved pressure			
relief valves.	1		
All compressor and oil lines are to be	1		
stainless steel braided			
Stairness steel braided	1		
		1	

	Con	yign	Comments and Exceptions
Paint: PRE-PAINT INSPECTION Prior to painting the City of Long Beach shall send representatives to the service body manufacturer's plant for a final pre-delivery inspection to verify that the service body has been manufactured and is in compliance with the City of Long Beach's specifications Cab: ➤ The cab including wheels and frame shall be primer painted. ➤ The cab including wheels, shall be painted standard manufacturers 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. Service Body: ➤ The body excluding any bright metal or chromed accessories shall be painted standard manufacturers 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. Frame: ➤ The frame shall be primer painted with Dupont Corlar 824S Epoxy Polyamide primer or an approved equal. The frame shall be painted with Sikkens, or approved equal, gloss black acrylic enamel with hardener.	Yes	No	
Compliance: The vehicle purchased, at time of manufacture, 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.	V		

	Con	ylar	Comments and Exceptions
Compliance cont:	Yes	No	
The vehicle purchased, at time of manufacture, 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, Southern California Air Quality Management District, California Vehicle Code and the California Air Resources Board (CARB).	~		
Vehicle Welding:			
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. No Exceptions			
Warranty:			
 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, roll off body, engine, transmission and all related components. The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 3 years from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City. 			Basic Eruck chassis Warranty is Z years/ Unlimited miles Transmission Warranty is 3 years/Unlimited Engine Warranty is 3 years/36,000 miles Emissions Warranty is 3 years/180,000 miles

Management	Com	oly No	Comments and Exceptions
Warranty cont:Warranty shall begin when the City of Long Beach places the unit in service.	res	NO	
 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. Transmission warranty shall be 5 years. 			Transmission Warrandy is 3 years fundimited miles
> The frame and fasteners shall have a lifetime warranty.	4		miles
Prior to delivery of the first vehicle manufacturer shall provide a complete listing of all serialized components.	1		
Manufacturer shall include part numbers for all consumables and shall include belts, filters and hoses.			
Warranty Performance:			
 The Contractor shall provide service within one (1) working day after notification by telephone. If the Contractor does not acknowledge after two (2) working days, it shall be deemed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. 	2	_	
Warranty Performance:			
➤ 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.		V	be previded by an authorized 6m warrands
> The vehicle manufacturer shall furnish all warranty documentation to the City.		•	body manufacturer,
Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall return all defective parts to his supplier.			
Outside vendor repair facility parts and labor billing shall go directly to manufacturer.		~	Refer to warranty mote above.
		-	

	Com	piy	Comments and Exceptions
Plans and Engineering Conference:	Yes	No	
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 Manager so both parties fully understand how the equipment shall be made. This meeting shall be held at a mutually agreed upon time at the City of Long Beach Fleet Services Yard 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 or manufacturer representative.		•	
Legals:			
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 is in compliance with the California bridge law.	سر ا		
Repair Manuals:			
Contractor shall supply any, service manuals, bumper to bumper color coded air, electrical, and hydraulic schematics as per build, with each truck delivered.			

			Comments and Exceptions		
Liquidated Damages:	Yes	No			
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.		V	Liquidated damages to be based on delivery Zoo days after Issuance of P.O.		
Upon delivery of the first unit all others will follow at a rate of (1) one unit per week until order is complete.					
Acceptable Models:			2 units are C6500		
Chevrolet or GMC C6500, C7500	-		Z units are C7500		
➤ The Service Body Supplier shall be:			(all units have		
Pacific Truck Equipment Inc.	1		almost same		
11655 E. Washington Blvd.			specifications \$ ratings)		
Whittier Ca. 90906			All units look		
562-464-9674			idential.		
Attn: Jeff Kearns					

BID SECTION

For the purchase of four (4) Gas Field Service Truck with Custom Service Bed

- \$ 140,248.88 COST PER VEHICLE
- \$ /0,50 TIRE TAX
- \$ 55,00 DELIVERY
- \$ 12,978.11 SALES TAX (9.25% New Rote)
- \$ 153,292.49 TOTAL COST PER VEHICLE
- \$ 613,169,96 TOTAL PURCHASE PRICE FOR FOUR (4) VEHICLES

ESTIMATED DAY OF DELIVERY

Zoo days ARO Net 30 days.

PAYMENT TERMS (discounts offered)

Above pricing & delivery is based on and C7500 (two) trucks. All four trucks are identical except year spring rating,

2010 GMC C5500 With 26,000 16 rating can be supplied at same cost, however, delivery time will be greatly extended. (350 days ARO)

-- - - 2008 2WD REGULAR CAB 50L. SUMMIT WHITE ∠CLOTH, VERY DARK PEWTER ORDER NO. N25950/T STOCK NO. VIN *********** MODEL & FACTORY OPTIONS TC6C042 2WD REGULAR CAB 45 AL3 RESTRAINT SYS. DELETE SIR DRIVER SIDE AS4 SEAT FRT BUCKET, HIGH BACK DRV A58 SEAT PASSENGER 2-PERSON CTF EMISSION PROCESSING OPTION C60 AIR CONDITIONING INTEGRAL C95 LAMP INTERIOR ROOF DB5 MIRROR OUTSIDE RH & LH MANUAL DT4 CIGARETTE LIGHTER/ASHTRAY EJ5 HYSTEC CAB MOUNTS EK7 WHEELBASE 260' EV9 SUSPENSION REAR BOLTED FD5 FRAME RAIL 80K PSI FF1 OIL FILLED HUB FRONT FM3 FRONT SUSPENSION 10000# TL FM6 FRONT AXLE 10000# FO8 FRAME REINFORCEMENT 80K PSI F59 FRONT STABILIZER GN8 REAR SUSPENSION 21000# ML GZI 25950# GVWR GZT PROVISIONS FOR REAR SPRINGS HPK REAR AXLE SINGLE SPEED 19000# JE3 BRAKE SYSTEM HYDRAULIC SPLIT KG4 GENERATOR 150 AMP KRG AIR CLEANER DRY TYPE KO5 ENG BLOCK HEATER GAS 400W K34 CRUISE CONTROL - ALL ENGINES LRZ 8.1L V8 GAS ENGINE 295HP L18 ENGINE V8.1L V8 GAS MBT LUBRICANT FLUID A/TRNS MTX ALLISON 2200 SERIES 5 SPEED MWE PILOT SHAFT AUTO TRANS M1F POWER TAKE OFF REAR PROVISIONS NB5 EXHAUST SYS SINGLE HORIZONTAL NG7 FUEL TANK 25 GALLON RH & 50 GALLON LH, DUAL, STEEL PTO PROVISION FOR POWER TAKE OFF RPQ WHEEL FRONT 22.5X8.25 STEEL RPR WHEEL REAR 22.5X8.25 STEEL RQ2 TRUCK APPLICATION R3C TIRE TREAD FRT PREMIUM HWY R4A TIRE BRAND FRONT GOODYEAR R8G PATTERN ORDER DISCOUNT SMB SPACER PACK RH SPRING LEVELING S3H TIRE TREAD REAR HWY TRACTION S4A TIRE BRAND REAR GOODYEAR TM2 BATTERY 770 CCA SINGLE

** CONTINUED ON PAGE 2 **

TOM'S TRUCK CENTER, INC, PO BOX 88 SANTA ANA CA 92702~00{ GMC C6500042 Jwo (2) IN-Stock

Tom's Truck

Tom's Conter .cGULAR CAB
.mMIT WHITE
.LOTH, VERY DARK PEWTER
.cR NO. N25950/T STOCK NO.

************** MODEL & FACTORY OPTIONS ** CONTINUED FROM PAGE 1 ** TRG FRT TIRE CUSTOMER SELECT BRAND TRH RR TIRE CUSTOMER SELECT BRAND UM7 AM/FM STEREO VXT VEHICLE INCOMPLETE V46 BUMPER FRONT CHROMED STEEL V76 FRONT TOW HOOKS XRN FRONT TIRE 295/75R/22.5G TL X80 GVW PLATE YF5 50 STATE EMISSIONS YRN TIRE REAR-295/75R22.5G TL ZQ3 TILT WHEEL & CRUISE CONTROL ZY1 SOLID PAINT COLOR COMBINATION 015 RATIO AXLE 6.17 **50L SUMMIT WHITE** 50U SUMMIT WHITE 69C CLOTH, VERY DARK PEWTER UNDER PENALTIES OF PERJURY, THE DEAL THE VEHICLE DESCRIBED IN THIS SALES PURCHASED EITHER FOR RESALE OR FOR L (ONE YEAR OR LONGER) BASIS.

TOTAL MODEL & OPTIONS DESTINATION CHARGE TIRE WEIGHT TAX

5

TOTAL

5

TOM'S TRUCK CENTER, INC, PO BOX 88 SANTA ANA CA 9

CA 92702-0088

QUOTATION

pacific truck equipment inc. 11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

	DATE ENTERED 3/24/2009	CUST. P.O.	TERMS	TAXABLE YES NO	ESTIMATE # 11453	
	TO: Jeigh @ Toms Tru	ik Center	DATE REQUESTED	TRUCK DUE DATE		
то	FROM: JOHN @ PACIFIC TRUCK EQUIPMENT		BUYER'S NAME	WRITTEN BY		
	,		HOW SHIP			
SHIP TO			SPECIFICATIONS			
	City of Long Beach #PA01309	MAKE / MODEL / YEAR / COLOR / C.A DIM				
			DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB			

ITEM	QUAN	DESCRIPTION			
Α	1.00	180623036 S BODY PAINTED AND MOUNTED PER SPECS AND			
		DRAWING			
В		CUSTOM COMPARTMENTS			
С		SUPERSTRUCTURE			
D		SPECIAL TAIL LIGHTS / ETC - SHRINK TUBE - SPECIAL SWITCHES			
E		GRIP STRUT BUMPER			
F		BACK UP ALARM			
G		MUD GUARDS - REAR TIRES ONLY			
Н		FLARE KIT			
		FIRE EXTINGUISHER			
Ĵ		LIGHT BAR			
K		STROBES			
L M		WORK LIGHTS COMPARTMENT LIGHTS			
N		AIR COMPRESSOR			
Ö		GENERATOR			
P		WATER SYSTEM			
Q		14/12 GAUGE CONSTRUCTION			
R		3/16" DIAMOND PLATE FLOOR - GALVANIZED			
5		(2) CHOCK HOLDERS			
T		REAR STEP			
U	1.00	DRAWERS / SHELVING / BRACKETS			
V		(3) TUNNEL COMPARTMENTS			
W	1.00	(2) REELS			
Х	1.00	(2) ADVISOR BARS			
Y	1.00	VISE AND BRACKET			
		NOTES:			
		1) PACIFIC'S DELIVERY 150 DAYS AFTER RECEIPT OF TRUCK. NEED			
		OUR P.O. AND PRE-PRODUCTION MEEING 30 DAYS AFTER YOUR P.O.			
		2) DOES NOT INCLUDE PAINTING TRUCK FRAME			
		3) CHOCK HOLDER MAY NOT FIT INTO A 45" WHEEL WELL PANEL			
		4) COMPARTMENT DIMENSIONS MAY VARY SLIGHTLY			
		5) SEE ATTACEHD MILL SPEC			

Sub Tota Sales Ta: Total

Tom's Truck Center, Inc.

Corporate Resolution

Ι,	George P. Heidler, Jr.	, President	of
	<u>Γom's Truck Center, Inc.</u>	, a corporation organized and existing under the	laws
of the State of	f California, do hereby co	ertify that at a meeting of the Board of Directors of the said corporation	n
duly held on _	March 25, 2009	_, the following resolution was unanimously adopted, and that said	
resolution ren	nains unchanged and in f	full force and effect on this date: March 25, 2009.	
RESOLVED	: That <u>Vern Harmier</u> , th	e General Sales Manager of Tom's Truck Center, Inc., is herby,	
empowered as	nd authorized to execute	and/or endorse any and all documents or instruments in connection w	vith a
Bid contract v	with the City of Long Be	ach, bid# PA-01309.	
IN WITNES	S WHEREOF, the unde	ersigned has affixed his/her signature and the corporate seal of the	
Company this	s 31 st day of March.	Les Peul -	
		President	

[Corporate Seal]

Tom's Truck Center, Inc.

Corporate Resolution

I, George P. Heidler, Jr.	, President	of		
Tom's Truck Center, Inc.	_, a corporation organized and existing und	ler the laws		
of the State of California, do hereby certify that at a meeting	ng of the Board of Directors of the said corp	poration		
duly held on March 25, 2009, the following reso	olution was unanimously adopted, and that	said		
resolution remains unchanged and in full force and effect of	on this date: March 25, 2009.			
RESOLVED: That John Dilling, the Sales Representative	e of Tom's Truck Center, Inc., is herby,			
empowered and authorized to execute and/or endorse any and all documents or instruments in connection with a				
Bid contract with the City of Long Beach, bid# PA-01309.				
IN WITNESS WHEREOF, the undersigned has affixed	his/her signature and the corporate seal of t	:he		
Company this 31st day of March, 2009.				
·	Rresident			

[Corporate Seal]