

**BID NUMBER ITB FS 15-142**  
**TO: CITY OF LONG BEACH**  
**CITY CLERK**  
**ATTN: SOKUNTHEA KOL**  
**333 West Ocean Boulevard, Plaza Level**  
**Long Beach, California 90802**



**INVITATION TO BID**  
**Purchase of Three (3) Flatbed Car**  
**Carriers**

**CONTRACT NO. 33987**

- 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:** Fullerton CA **ON THE** 15<sup>th</sup> **DAY OF** JULY, 20 15.  
CITY STATE MONTH

**COMPANY NAME:** GOLDEN WEST TOWING EQUIPMENT **TIN:** XXXXXXXXXX  
(FEDERAL TAX IDENTIFICATION NUMBER)

**STREET ADDRESS:** 1850 E. ORANGETHORPE **CITY:** FULLERTON **STATE:** CA **ZIP:** 92831

**PHONE:** 714-779-6000 **FAX:** 714-779-6002

**S/** *[Signature]* GENERAL MANAGER  
(SIGNATURE) (TITLE)

OSCAR J. COVARRUBIAS OCOVARRUBIAS@GOLDENWESTTOWEQ.COM  
(PRINT NAME) (EMAIL ADDRESS)

**S/** \_\_\_\_\_  
(SIGNATURE) (TITLE)

\_\_\_\_\_  
(PRINT NAME) (EMAIL ADDRESS)

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

**IN WITNESS WHEREOF** the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.  
**THE CITY OF LONG BEACH**  
**BY** *[Signature]*  
Director of Financial Management  
9/14/15  
Date

**APPROVED AS TO FORM**  
September 10, 2015.  
**CHARLES PARKIN**  
**CITY ATTORNEY**  
*[Signature]*  
Deputy

**BID NUMBER ITB FS 15-142**

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

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of \_\_\_\_\_  
Partnership  State of CALIFORNIA  
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 562-570-6200.**

**ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California )  
 )ss.  
County of ORANGE )

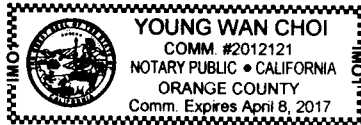
On July 20, 2015 before me, Young Wan Choi, Notary Public, Notary Public,  
personally appeared OSCAR J. COVARRUBIAS

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]



FOR NOTARY STAMP

Optional Information

Title of Document: Invitation to Bid  
Bid number ITB FS 15-142

Date of Document: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

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

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

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

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

**2. EXAMINATION OF BID:**

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

**3. CONDITIONS OF WORK:**

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

**4. DISCREPANCIES IN BID DOCUMENTS:**

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

**5. ORAL STATEMENTS:**

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

**6. BRAND NAMES AND SPECIFICATIONS:**

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

**7. AWARD:**

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

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

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

**8. PAYMENT:**

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

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

**9. SAFETY APPROVAL:**

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

**10. BUSINESS LICENSE:**

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

INSTRUCTIONS TO BIDDERS

Address: \_\_\_\_\_

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK - ATTN: Sokunthea Kol (Soey)
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: July 20, 2015

TIME: 11:00 am

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

SOEY KOL (562) 570-6123
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. 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.)

**INSTRUCTIONS TO BIDDERS**

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

**CONTRACT – GENERAL CONDITIONS**

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



**CONTRACT – GENERAL CONDITIONS**

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

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

**CONTRACT – GENERAL CONDITIONS**

obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

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

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

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

**CONTRACT – GENERAL CONDITIONS**

thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

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

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

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

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

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

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

The provisions of this Section shall survive the expiration or termination of this contract.

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

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

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

**CONTRACT – GENERAL CONDITIONS**

the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

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

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

**PROJECT OVERVIEW**

For purchase of three (3) flatbed slide-back car carriers on current model Ford CNG F650 chassis in accordance with the department needs and/or fund availability.

**BID TIMELINE** – All times are Pacific Time

Bid release date: June 26, 2015  
Questions due: July 6, 2015 by 4:30 pm  
Posting of Q & A: July 13, 2015 by 4:30 pm  
Bid due date: July 20, 2015 by 11:00 am

**BID SUBMISSION INSTRUCTIONS**

It is recommended that bidders visit the City’s website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

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

- \_\_\_\_\_ Debarment Certification Form (Attachment A)
- \_\_\_\_\_ Reference List (Attachment B)
- \_\_\_\_\_ W-9 Form (Attachment C)
- \_\_\_\_\_ Equal Benefits Ordinance (EBO) (Attachment D)
- \_\_\_\_\_ Insurance Requirement (Attachment E)
- \_\_\_\_\_ Secretary of State Certification Print-Out (Attachment F)
- \_\_\_\_\_ Small Business Enterprise Program (SBE) Form (Exempt) (Attachment G)

Bidders shall submit one (1) original of the bid marked “ORIGINAL” and one (1) identical copy marked “COPY” and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach  
C/O City Clerk  
Attn: Sokunthea Kol (Soey)  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

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

**ITB FS 15-142 Purchase of Three (3) Flatbed Car Carriers**

**Bids must be received by 11:00 AM Pacific Time, July 20, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) attention Soey Kol.

**REFERENCES**

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

**AWARD**

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

**RIGHT TO REJECT BID**

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

**BID PROTEST PROCEDURES**

**Who May Protest**

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

**Time for Protest**

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

**Form of Protest**

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

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

**BID NUMBER ITB FS 15-142**

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

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

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

**BOND PROVISIONS**

Not applicable.

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

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

**ACCESS TO CONTRACTOR'S RECORDS**

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

**AMERICANS WITH DISABILITIES ACT**

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

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**BID NUMBER ITB FS 15-142**

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

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

**COMPLIANCE WITH DAVIS-BACON ACT**

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

**COPYRIGHT**

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

**DRUG-FREE WORKPLACE**

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

**ENERGY EFFICIENCY**

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

**ENVIRONMENTAL LEGISLATION**

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

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

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



**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

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

**PATENT RIGHTS**

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

**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

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

**PUBLICATIONS**

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

**RIGHTS TO DATA**

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

**RIGHTS TO USE INVENTIONS**

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

**SYSTEM FOR AWARD MANAGEMENT (SAM)**

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

**VENDOR CONTACT INFORMATION**

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

Contact Name: OSCAR COVARRUBIAS

Contact Direct Phone: 714-779-6000

Contact Fax: 714-779-6002

Contact E-mail: OCOVARRUBIAS@GOLDENWESTTOWER.COM

**CONTRACTOR’S EMPLOYEES**

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

**LOCAL PREFERENCE**

Local Preference shall not apply to this bid because the dollar amount is estimated to be over \$100,000.

**BRAND NAMES**

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal". The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

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.

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p><b><u>Instructions:</u></b></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>			
<p><b><u>General Conditions:</u></b></p> <p>The truck, cab and chassis with slide back car carrier shall be completely equipped as specified and shall be ready for service upon delivery. It is the responsibility of the prime bidder to insure body/chassis integrity. The complete unit shall comply with the latest editions of the California Vehicle code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Standards, and provisions of Cal OSHA. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete truck, cab and chassis with slide back car carriers with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete units and all components shall be standard and cataloged by major manufacturers. Custom one of a kind unit for this bid are unacceptable.</p>	✓		
<p><b><u>General:</u></b></p> <p>Shall be three (3) CNG powered, fuel injected, low profile design chassis, conventional cab, recovery truck. The truck(s) shall be flat bed type with capability of wheel lift pick-up methods. Engine must be at least ULEV rated.</p>	✓		
<p><b><u>GVWR:</u></b></p> <p>Shall be at least 25,900 pounds.</p>	✓		26,000

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p><b><u>Wheelbase:</u></b> Shall be at least 218" inches.</p>	✓		294"
<p><b><u>Cab Axle:</u></b> Shall be at least 138" inches.</p>	✓		144"
<p><b><u>Engine:</u></b> Shall be a 6.8L 3 Valve Gas SOHC EFI NA V10, natural gas prep.</p>	✓		
<p><b><u>Cooling:</u></b> Shall be largest, heaviest duty, increased capacity system available for size of engine/transmission offered.</p>	✓		
<p><b><u>Transmission:</u></b> Shall be an automatic, torque converter type with at least four (4) speeds forward and one (1) reverse with PTO provision. Heaviest duty option offered for engine size.</p>	✓		
<p><b><u>PTO:</u></b> Transmission driven, Muncie PC-6S series, or approved equal, with integral electronic over speed control installed in PTO circuit.</p>	✓		
<p><b><u>Axles:</u></b> Front: Shall be a minimum of 8,000 pounds, manufacturers rating.  Wheel Cut in Degrees: 50 degrees minimum.  Rear: At least 16,900 pounds, manufacturers rating. Single speed.</p>	✓ ✓ ✓		8500 lbs   17,500 lbs

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p><b><u>Ratio:</u></b></p> <p>Final drive gearing shall be compatible to engine and tire size, and to achieve a minimum road speed of 65 MPH and start on a 20% grade when fully loaded and manned.</p>	✓		
<p><b><u>Shock Absorbers:</u></b></p> <p>Shall be optional heavy duty.</p>	✓		
<p><b><u>Stabilizer Bar/Anti Roll:</u></b></p> <p>Shall be heavy-duty option.</p>	✓		
<p><b><u>Suspension:</u></b></p> <p>Capacities shall equal axle ratings and include any optional overload springs, if available. Rear suspension must equal or exceed body manufacturer's requirements.</p>	✓		
<p><b><u>Brakes:</u></b></p> <p>Shall be the largest, heavy-duty option, hydraulic power brake package available for vehicle/axles offered with a 4-wheel antilock brake system. <b>Parking brake control shall be four wheel locking separate system.</b></p>	✓		
<p><b><u>Frame:</u></b></p> <p>Shall be compatible to GVWR. 80,000-PSI minimum with an unloaded frame height of not more than <b><u>thirty-seven (37) inches</u></b>. Welding or cutting of truck frame is unacceptable <b><u>unless company is a certified body builder for the OEM manufacture. No Exceptions.</u></b></p>	✓		
<p><b><u>Steering:</u></b></p> <p>Shall be factory power.</p>	✓		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p><b><u>Wheels:</u></b></p> <p>Manufacturer shall provide seven (7) wheels at least seven and one-half (7.5") inches wide to accept 245/70R x 19.5 tires.</p>	✓		
<p><b><u>Tires:</u></b></p> <p>Manufacturer shall provide seven (7) LT245/70 R x 19.5 tires with highway tread. All wheels and tires shall be statically and dynamically balanced tubeless type.</p>	✓		
<p><b><u>Electrical:</u></b></p> <p>Shall be twelve (12) volt, negative ground system. Wire piercing connectors are unacceptable; all body wiring shall be enclosed in nonmetallic, flexible loom, well supported.</p>	✓		
<p><b><u>Alternator:</u></b></p> <p>Shall be not less than one hundred and thirty-five (135) amp manufacturer's rated capacity.</p>	✓		
<p><b><u>Batteries:</u></b></p> <p>Shall be dual style with a minimum of 1850 CCA, maintenance free type.</p>	✓		1800 CCA
<p><b><u>Fuel Cell:</u></b></p> <p>Shall have a minimum capacity of 30 GGE. Necessary hose, elbows and/or adapters shall be supplied to adapt to custom body(s). Shall be mounted street side saddle style parallel to the frame with an enclosure. The fueling valve shall be at the front portion of the cell.</p> <p><b>Please see Appendix A</b></p>	✓		
<p><b><u>Body (Cab):</u></b></p> <p>Shall be standard production and include at least all of the following:</p> <p>1. Front seat shall be bench type, darker shade</p>	✓		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
gray vinyl material upholstery with at least three- (3) seat belts with retractors.	✓		
2. Floor covering shall be rubber.	✓		
3. All glass shall be tinted.	✓		
4. Doors shall provide automatic illumination when opened.	✓		
5. Exterior mounted grab handles.	✓		
6. An integral heater, defroster.	✓		
7. Windshield wipers, two-speed with intermittent wipe and washers.	✓		
8. Cab dome light.	✓		
9. Tachometer, factory installed.	✓		
10. All instruments, controls, indicators, lights and switches shall be factory standard unless otherwise specified.	✓		
11. Glove box.	✓		
12. Cigarette lighter and 12 volt power outlet.	✓		
13. Sun visors and armrests shall be provided on both sides of cab.	✓		
14. Factory installed air conditioning.	✓		
15. Adequate front bumper guards.	✓		
16. Dual electric horns.	✓		
17. Exterior mounted grab handles.	✓		
18. PTO, auxiliary lighting, wrecker body electrical controls, panel bracketry and wiring shall be mounted in an accessible location with no obstruction of driver operation.	✓		
20. Driver's line of sight to ground from driver's seat shall be no greater than fourteen (14) feet.	✓		
21. All units shall be keyed separate and 4 keys per lock per unit delivered.	✓		
22. Dual spotlights mounted on left and right side of windshield posts, adequately fused.	✓		
23. Factory installed AM/FM radio.	✓		
24. Backup alarm, OSHA approved.	✓		
25. Hubcaps.	✓		
<b><u>Car Carrier (Flat Bed):</u></b>			
1. Low load angle steel platform LCG (low center of gravity), all hydraulic carrier, constructed of heavy duty structural steel systems and Pump to be PTO driven, minimum fifteen (15) GPM with relief valve protection.	✓		
2. System shall have a spin-on filter.		✓	carriage
3. All hydraulic cylinders to have poly pack lip type seals.	✓		

**SPECIFICATIONS**

	COMPLY YES NO	SPECIFICATION EXCEPTIONS / COMMENTS
4. System shall contain at least a <b>(12.0)</b> gallon reservoir.	✓	
5. Heavy-duty platform slide back cylinder(s) inboard mounted with check valve protection system <b>and/or flow orifice in roll cylinder.</b>	✓	
6. Control spool valves and illuminated workstation on right and left sides with dual remote throttle controls.	✓	
7. Throttle controls shall be automatic hydraulic <b>and/or on demand throttle up system,</b> Muncie STA09020 Allison or approved equal subsystems with independent wheel lift attachment.	✓	The STA0902 will not work on this system. We will have to plug in switch to ECM Instead.
8. Carrier shall have 3/16" minimum thickness steel diamond plate platform and incorporate a sub frame with cross members <b>eight (8)</b> inch on centers of high strength steel tubing, 230' long reinforced longitudinal of structural steel stiffeners shall provide structural platform rating of 10,000 pounds. Platform to include keyhole approach plate, positive bed locks, full height bulkhead and welded side rails <b>3" x 5" x .25"</b> TK steel welded at 24" intervals. Top rails shall be removable and taper down at approach plate.	✓	Removable Steel Tube Rails
9. Four (4) keyhole tie downs shall be furnished and evenly installed on right and left sides of platform. Four (4) keyhole tie downs to be installed on the bed entry.	✓ ✓	
<b><u>Platform Dimensions:</u></b>  Length: Shall be a minimum of twenty-one (21) feet in length with a minimum width of ninety six (96) inches, not to exceed one hundred two (102) inches.	✓	91.5 feet in length 109" wide
<b><u>Platform Load Angle:</u></b>  Maximum allowable load angle shall be <u>13.5°</u> .	✓	
<b><u>Winch:</u></b>  Shall be high-speed type with a minimum of 8,000-pound hydraulic, worm gear type with fifty (50) feet of 3/8" cable, snatch block and roller hawse. Four	✓	<del>RAMSEY</del> Ramsey 046



**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p>(4) keyhole tie downs shall be furnished and evenly installed on right and left sides of platform.</p> <p>(4) keyhole tie downs to be installed on the bed entry.</p>	✓		
<p><b><u>Tow Bar:</u></b></p> <p>Car Carrier to be equipped with an independent tow draw-bar and be furnished with an alloy type "L" arm Wheelift retainer system rated at 4,000 pounds including two (2) ratcheting tire tie downs. Tow bar extension shall extend at least thirty eight (38) inches and be structurally rated @ <u>7,500</u> pounds minimum. Shall include trailer hitch attachment with interchangeable ball hitches.</p>	✓		Wheel lift Extension 60"
<p><b><u>Bed/Tool Storage:</u></b></p> <p>1. One (1) 18"x18"x36" right side mounted as far forward as practical (top of toolboxes shall be mounted 6 inches below bed surface) Tool box shall have a 4" lip around entire top outer edge to act as a shelf. Door shall have slam paddle, lockable latches, drip rails, and be weather tight. Construction shall be steel.</p> <p>2. One tool tray, mesh bottom, 36"L x 18" W mounted flush to the rearward end of the toolbox with mounts for two 16 quart absorbent/debris cans, and one set of Go Jak dollies.</p> <p>3. One tire storage rack (1) 16"x18" open grate tray, mounted flush to the rearward end of the tool tray. The tire rack shall have a ratchet / strap style securing system.</p>	✓  ✓  ✓		
<p><b><u>Lighting:</u></b></p> <p>Shall include manufacturer's standard FMVSS-108 (Federal Motor Vehicle Safety Standard) approved lighting with four (4) auxiliary, separately fused and switched, LED flood type, work lights. Grote brand or approved equal. Location shall be determined after award.</p>	✓		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<b><u>Additional Equipment:</u></b>			
The following minimums shall be furnished and installed on each vehicle delivered:			
1. Light bar to be mounted atop the front bulk head of the platform bed, high enough to be seen both front and rear. Contractor to install and hook light bar (Whelen Low Profile LED <b>all amber, with alley lights</b> ). Overhead brake/turn signal lights shall be integrated into the light bar.	✓		
2. Auxiliary amber LED strobes shall be mounted inside front and rear turn signal lights. One (1) amber LED strobe shall be flush mounted on each side and near the midpoint of the tow platform frame. All auxiliary strobe lights shall be activated independent of the light bar.	✓		
3. Contractor shall hook up light bar with the following instructions:	✓		
4. Light bar rocker switches shall be flush mount in dash, right of the steering column accessible from driver's position.	✓		
5. Light bar loom shall enter cab assembly below back glass under seat, beneath floor mat, up to dash location.	✓		
6. Tow hooks, frame mounted.	✓		
7. Two (2) pair motorcycle tie downs with 2" webbing.	✓		
8. Remote wireless drag lights with integral magnets/clamps.	✓		
9. J-hooks and draw chain cadmium plated <b><u>and/or Zinc Chromate</u></b> joined at the ends with an oval type ring with chain hooks attached ( <b>proof coil chain not acceptable</b> ).	✓		
10. Non-abrasive synthetic web sling with J hooks on each end. Non-abrasive synthetic web sling with cluster cargo hooks.	✓		
11. Safety chains cadmium plated, with appropriate safety hooks and length rated for heavy-duty recovery work ( <b>proof coil chain not acceptable</b> ).	✓		
12. Heavy-duty quick start (hot box, front mount, jumper cable starting system, including cables of at least 30 feet in length in all units	✓		
13. One Oasis XD4000-12 DC powered air compressor, mounted below carrier body.	✓		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
14. Push broom, with handle.	✓		
15. Shovel, flat tip, with handle	✓		
16. Two (2) Buckets, galvanized with handle, 16 qt. minimum capacity. <b>Note:</b> Accessories, i.e. broom, shovel etc. shall have bracketed stow locations under bed for storage.	✓		
17. Go Jak, MDL 5000G6313, Load Capacity 1574 lbs, <b>only</b> including mounting bracket.	✓		
18. Right and left outside rear view mirrors shall be, remote electric with a minimum of 6" x 16", mirror brackets shall have fold in, swing away capability at door surface, West Coast type or approved equal, to include right and left convex spot mirrors 5" minimum shall be mounted on mirror bracket.	✓		
19. Automotive industrial quality hydraulic floor jack (low profile style) <b>alloy</b> with telescopic removable handle, metal wheels, and 1.5- ton minimum capacity. Hein Warner 68041, NAPA, or approved equal. Jack shall be mounted under flat bed.	✓		NAPA ALUMINUM STOW Part # 7916431
20. Wrecking bar, straight, pointed at one end and angle tipped on the other, at least five (5) feet long. <b>Note:</b> All accessories, i.e.; broom, shovel, etc., shall have bracketed stow locations on bed for storage.	✓		
21. Four (4) four-point 2" wide tie down basket straps	✓		
22. Four (4) tie down ratchets w/ attached keyhole chain	✓		
23. Four (4) <u>2"W x 7'5" Strap w/ Cluster Hook</u>	✓		
24. Four (4) 2" x 12' sports car tie down straps	✓		
<b><u>Warranty:</u></b>			
1. Manufacturer shall identify a single point warranty ( <u>chassis and wrecker body separate</u> ) repair facility approved by the City of Long Beach within a 25-mile radius of Long Beach City Hall.	✓		Golden West Towing Equipment South Bay Truck Center.
2. Such <u>warranty</u> facility shall be capable of handling all warranties ( <u>separate</u> ) on equipment including chassis, wrecker body, engine, transmission and all related components.	✓		
3. The Contractor shall guarantee complete vehicle furnished under these specifications	✓		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
<p>against defects in material and workmanship for a period of 3 years from date unit is placed in service.</p> <p>4. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.</p> <p>5. Warranty shall begin when the City of Long Beach places the unit in service.</p> <p>6. All transportation of vehicles for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p> <p>7. Hydraulic cylinders shall have a 5-year conditional warranty.</p> <p>8. Transmission warranty shall be manufacturer's standard.</p> <p>9. The frame and fasteners shall have a lifetime warranty.</p> <p>10. Manufacturer shall provide a complete listing of numbers for all belts, filters and hoses upon delivery.</p>	✓		5 years on carrier
<p><b><u>Vehicle Welding:</u></b></p> <p>All welding procedures used throughout the construction of the entire vehicle, including materials, qualifications and training of personnel, shall be within all applicable Guidelines and Standards of both the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS). Structural welding of steel shall meet AWS D1.1-83 and structural welding of aluminum shall meet AWS D 1.2-83.</p> <p>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. <b><u>No Exceptions</u></b></p>	✓		
<p><b><u>Warranty Performance:</u></b></p> <p>1. The contractor shall be required to provide service within one (1) working day after</p>	✓		

**SPECIFICATIONS**

	COMPLY		SPECIFICATION EXCEPTIONS / COMMENTS
	YES	NO	
notification by telephone. 2. If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. 3. The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers. 4. The vehicle manufacturer shall furnish all warranty documentation to the City upon delivery. 5. Defective parts shall be labeled and retained by the City until parts are replaced. Contractor shall take full responsibility for returning any defective parts to his supplier. Outside vendor repair facility parts and labor billing to go directly to manufacturer.	✓		
<b><u>EMISSION RATING:</u></b>  Vehicles shall meet the minimum emission requirements set forth by the SCAQMD and be rated at LEV, ULEV, or SULEV emission standards. (if available)	✓		
<b><u>Paint:</u></b>  Shall be manufacturer's standard "White" <b><u>bed shall be Black Gloss.</u></b>	✓		
<b><u>Front Bumper:</u></b>  Shall be a wrap-around type to fit the contour of the truck. Bumper shall have minimum 3/8" solid rubber padding on lower portion, without rivet or bolt attachment. Must be a smooth surface.	✓		Will have rivets
<b><u>Acceptable Makes and Models, but not limited to:</u></b>  Chevrolet GMC Ford Dodge Freightliner			

BID SECTION

COMPANY NAME: Golden West Towing Equipment LP

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOR DESTINATION CITY OF LONG BEACH, 2600 TEMPLE AVE, LONG BEACH, CA 90806

\$ 85,500.00 COST PER VEHICLE LESS FUEL PACKAGE

\$ 19,250.00 COST FOR CNG FUEL PACKAGE

\$ 12.25 TIRE TAX

\$ \_\_\_\_\_ DELIVERY – if applicable (nontaxable)

\$ 9438.61 SALES TAX (at 9%)

\$ 114,190.86 TOTAL COST FOR ONE UNIT

TOTAL COST FOR THREE (3) \$ 342,572.58

ESTIMATED DAY OF DELIVERY (ARO) 34 weeks

Payment terms: Net 30 ; 0 % discount in 0 days.

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

# Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

GOLDEN WEST TOWING EQUIPMENT

Business/Contractor/Agency

OSCAR COVARRUBIAS

Name of Authorized Representative

GENERAL MANAGER

Title of Authorized Representative

  
Signature of Authorized Representative

7/15/15  
Date

r21411

## **Acceptance of Certification**

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

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

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

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



# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**GOLDEN WEST TOWING EQUIPMENT, LP**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**1850 E. ORANGETHORPE AVE. #A**

6 City, state, and ZIP code  
**FULLERTON, CA 92831**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person       Date ▶ **7/13/15**

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: GOLDEN WEST TOWING EQUIPMENT Federal Tax ID No. [REDACTED]  
Address: 1850 E. ORANGE THORPE AVE.  
City: FULLERTON State: CA ZIP: 92831  
Contact Person: OSCAR COVARRUBIAS Telephone: 714-779-6000  
Email: OCOVARRUBIAS@GOLDENWESTTOWER.COM Fax: 714-779-6002

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- \_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_\_ Yes \_\_\_\_\_ No

**Section 4. REQUIRED DOCUMENTATION**

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

**Section 5. CERTIFICATION**

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

Executed this 15 day of JULY, 2015, at FULLERTON, CA

Name OSCAR LOVARRUBIAS

Signature



Title GENERAL MANAGER

Federal Tax ID No. 

## **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

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

### The EBO is applicable to the following employers:

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

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

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

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

### Compliance with the EBO

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

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

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

Printed Name: OSCAR COVARRUBIAS Title: GENERAL MANAGER

Signature:  Date: 7/15/15

Business Entity Name: GOLDEN WEST TOWING EQUIPMENT

## INSURANCE REQUIREMENTS


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

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

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

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

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

Printed Name: OSCAR COVARRUBIAS Title: GENERAL MANAGER  
Signature:  Date: 7/15/15



## Business Programs

## Business Entities (BE)

## Online Services

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

## Main Page

## Service Options

## Name Availability

## Forms, Samples &amp; Fees

Statements of Information  
(annual/biennial reports)

## Filing Tips

Information Requests  
(certificates, copies & status reports)

## Service of Process

## FAQs

## Contact Information

## Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

## Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

## Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, July 14, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- *Select an entity name below to view additional information.* Results are listed alphabetically in ascending order by entity name.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Results of search for " GOLDEN WEST TOWING EQUIPMENT " returned 2 entity records.

200402910077	01/29/2004	CANCELED	<b>GOLDEN WEST TOWING EQUIPMENT LLC</b>	NORMAN ROLLINGS
200524300021	08/31/2005	ACTIVE	<b>GOLDEN WEST TOWING EQUIPMENT LP</b>	HECTOR RIVAS

[Modify Search](#)   [New Search](#)

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P/O No 77819

Rel

S/O No MAR 285167-001

050

B/L No MAR 166650-001

Shp 22May15

Inv No

Inv

( 2103)

L)

Tel: 412-331-7772 Fax: 412-331-3156

CERTIFICATE of ANALYSIS and TESTS

Cert. No: MAR 295854  
20May15

Part No  
TUBING A500 GRADE B(C)  
3" X 6" X 1/4" X 20'

Pcs Wgt  
108 48,420

Heat Number	Tag No	Pcs	Wgt
Y80340	930270	6	2,690
YLD=55200/TEN=72710/ELG=38.9			
Y80340	930271	6	2,690
438696	930272	6	2,690
YLD=57060/TEN=71770/ELG=33			
438696	930273	6	2,690
438696	930274	6	2,690
438696	930275	6	2,690
438696	930276	6	2,690
438696	930277	6	2,690
438696	930278	6	2,690
438696	930279	6	2,690
438696	930280	6	2,690
438696	930281	6	2,690
438696	930289	6	2,690
438696	930290	6	2,690
438696	930291	6	2,690
438696	930292	6	2,690
438696	930293	6	2,690
438696	930299	6	2,690

Heat Number                   \*\*\* Chemical Analysis \*\*\*  
438696                   C=0.1800 Mn=0.7800 P=0.0090 S=0.0030 Si=0.0100 Al=0.0400  
                          Cu=0.0100 Cr=0.0200 Mo=0.0100 V=0.0010 Ni=0.0100 Cb=0.0010  
                          MELTED AND MANUFACTURED IN THE USA  
Y80340                   C=0.2100 Mn=0.8100 P=0.0110 S=0.0130 Si=0.0160 Al=0.0490  
                          Cu=0.0300 Cr=0.0400 Mo=0.0040 V=0.0010 Ni=0.0100 Cb=0.0010  
                          MELTED AND MANUFACTURED IN THE USA

WE PROUDLY MANUFACTURE ALL OF OUR HSS IN THE USA.  
INDEPENDENCE TUBE PRODUCT IS MANUFACTURED, TESTED,  
AND INSPECTED IN ACCORDANCE WITH ASTM STANDARDS.

CURRENT STANDARDS:

.....A500/A500M-13  
.....A513-12

27May15 13: 3

TEST CERTIFICATE

No: MAR 295854

ON

P/O No 77319

Rel

S/O No MAR 285167-001

B/L No MAR 166650-001 Shp 22May15

Inv No Inv

( 2103)

Tel: 412-331-7772 Fax: 412-331-3156

CERTIFICATE of ANALYSIS and TESTS

Cert. No: MAR 295854

20May15

.....A252-10

.....A847/A847M-12

MATERIAL IDENTIFIED AS A500 GRADE B(C) MEETS BOTH  
ASTM A500 GRADE B AND A500 GRADE C SPECIFICATIONS.

# METALLURGICAL TEST REPORT

>>>>> CERTIFICATE OF ANALYSIS AND TESTS <<<<<<

Sold To: HICKEY METAL FAB & ROOFING CO  
873 GEORGETOWN ROAD  
SALEM, OH 44460

Ship To: HICKEY METAL FABRICATION  
1286 SALEM PARKWAY  
PLANT #2  
SALEM, OH 44460

Sales Order: 338610 - 01      B/L No: 552632      Release: 2      Date: 01-Feb-2015  
Reference: SCRIVENS, CHANEL      2nd B/L:      Cus Ord #: 2-11108  
Cus Name: HICKEY METAL FAB & ROOFING CO

## Description of Material and Specification

Hot Rolled Sheet A1011/A607-50  
.1875" x 60" x 102"

TAG#: 23519426,23519423,23519424,23519425,23519427,23519428,  
23519429,23519430,23519431,23519432  
HEAT#: 9510639/ARCELOR MITTAL - CLEVELAND  
MC # 23469805

## Chem Elem Symbol / Elem Content Value:

<C : .07> <MN : .57> <P : .008> <S : .006> <SI : .01> <AL : .046> <V : .002> <CB : .029> <CU : .03> <NI : .01>  
<CR : .02> <MO : .01> <N : .0053> <TI : .002> <B : .0001> <SN : .002> <CA : .0002>

Melted and manufactured in the USA

YIELD STRENGTH	MIN:	67500 PSI	MAX	67500 PSI
TENSILE STRENGTH	MIN:	71600 PSI	MAX	71600 PSI
ELONGATION 2"	MIN:	31 %	MAX	31 %

We hereby certify the above is correct as contained in the records of the corporation



Branch Certification Manager

# METALLURGICAL TEST REPORT

>>>>> CERTIFICATE OF ANALYSIS AND TESTS <<<<<<

Sold To: HICKEY METAL FAB & ROOFING CO  
873 GEORGETOWN ROAD  
SALEM, OH 44460

Ship To: HICKEY METAL FABRICATION  
1286 SALEM PARKWAY  
PLANT #2  
SALEM, OH 44460

Sales Order: 351733 - 01      B/L No: 571615      Release: 4      Date: 27-Apr-2015  
Reference: SCRIVENS, CHANEL      2nd B/L:      Cus Ord #: 2-11235  
Cus Name: HICKEY METAL FAB & ROOFING CO

## Description of Material and Specification

Hot Rolled Sheet A1018/A607-50  
.375" x 48" x 165"

TAG#: 23719406,23719407,23719408  
HEAT#: 4134477/ARCELOR MITTAL - CLEVELAND  
MC # 23594359

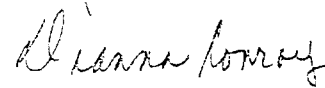
## Chem Elem Symbol / Elem Content Value:

<C : .07> <MN : .77> <P : .012> <S : .007> <SI : .01> <AL : .04> <CB : .036> <CU : .03> <NI : .01> <CR : .04>  
<MO : .01> <N : .0045> <TI : .001> <SN : .006> <SB : .001>

Melted and manufactured in the USA

YIELD STRENGTH	MIN:	60900	PSI	MAX	60900	PSI
TENSILE STRENGTH	MIN:	72800	PSI	MAX	72800	PSI
ELONGATION 2"	MIN:	32	%	MAX	32	%

We hereby certify the above is correct as contained in the records of the corporation



Branch Certification Manager

22Jun15 13:56

TEST CERTIFICATE

No: CHI 306284

N

P/O No 78015

Rel

S/O No CHI 245531-002

0

B/L No CHI 146456-001

Shp 22Jun15

Inv No

Inv

2103)

7)

-----)

5

Tel: 412-331-7772 Fax: 412-331-3156

CERTIFICATE of ANALYSIS and TESTS

Cert. No: CHI 306284  
18Jun15

Part No  
TUBING A500 GRADE B(C)  
7" X 5" X 5/16" X 19'

Pcs Wgt  
108 47,892

Heat Number Tag No  
440193 792790

Pcs Wgt  
9 3,991

YLD=62685/TEN=72364/ELG=34.45

440193 792791  
440193 792792  
440193 792793  
440193 792824  
440193 792825  
440193 792834  
440193 792835  
440193 792836  
440193 792837  
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440193 792898

9 3,991  
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9 3,991  
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9 3,991  
9 3,991  
9 3,991  
9 3,991

Heat Number 440193  
\*\*\* Chemical Analysis \*\*\*  
C=0.2000 Mn=0.7700 P=0.0080 S=0.0030 Si=0.0200 Al=0.0400  
Cu=0.0100 Cr=0.0300 Mo=0.0100 V=0.0010 Ni=0.0100 Cb=0.0010  
MELTED AND MANUFACTURED IN THE USA

WE PROUDLY MANUFACTURE ALL OF OUR HSS IN THE USA.  
INDEPENDENCE TUBE PRODUCT IS MANUFACTURED, TESTED,  
AND INSPECTED IN ACCORDANCE WITH ASTM STANDARDS.

CURRENT STANDARDS:  
.....A500/A500M-13  
.....A513-12  
.....A252-10  
.....A847/A847M-12

MATERIAL IDENTIFIED AS A500 GRADE B(C) MEETS BOTH  
ASTM A500 GRADE B AND A500 GRADE C SPECIFICATIONS.

RECEIVED  
JUN 23 2015

BY \_\_\_\_\_

# METALLURGICAL TEST REPORT

## >>>>> CERTIFICATE OF ANALYSIS AND TESTS <<<<<

Sold To: HICKEY METAL FAB & ROOFING CO  
873 GEORGETOWN ROAD  
SALEM, OH 44460

Ship To: HICKEY METAL FABRICATION  
1286 SALEM PARKWAY  
PLANT #2  
SALEM, OH 44460

Sales Order: 358780 - 01	B/L No: 583906	Release: 4	Date: 23-Jun-2015
Reference: SCRIVENS, CHANEL	2nd B/L:	Cus Ord #: 2-11324	
		Cus Name: HICKEY METAL FAB & ROOFING CO	

### Description of Material and Specification

Hot Rolled Sheet A1018/A607-50  
.25" x 48" x 120"

TAG#: 23839729,23839731,23839730,23839732,23839733,23839734,  
23839735,23839736,23839737

HEAT#: 4136295/ARCELOR MITTAL - CLEVELAND

MC # 23822346

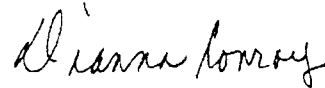
### Chem Elem Symbol / Elem Content Value:

<C : .07> <MN : .55> <P : .014> <S : .006> <SI : .01> <AL : .043> <CB : .028> <CU : .03> <NI : .01> <CR : .04>  
<MO : .01> <N : .0023> <TI : .001> <SN : .01> <SB : .001>

Melted and manufactured in the USA

YIELD STRENGTH	MIN:	60700	PSI	MAX	60700	PSI
TENSILE STRENGTH	MIN:	70400	PSI	MAX	70400	PSI
ELONGATION 2"	MIN:	32	%	MAX	32	%

We hereby certify the above is correct as contained in the records of the corporation



Branch Certification Manager

# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

### **General Requirements**

- 1.1 The slide rails must be located below the top of the truck frame between the truck frame rails and the tire sidewalls. The distance from the top of the truck frame to the deck surface shall not exceed 7 inches. The location of the sub frame hinge and pin must be located past the end of the truck frame and below the top of the truck frame. The hinge pin diameter must be 1 ¼”.**
  
- 1.2 The carrier shall have a subframe structure with main rails consisting of 3"x 5"x 5/16" TK Grade 60 steel tubing. The main subframe rails shall be a minimum of 210” long to provide maximum overlap between the deck and subframe at full extension. The subframe rail must be reinforced longitudinally by a ½” Grade 80 plate. The reinforcement plate shall be located in the critical stress area of the subframe rail. The subframe design must allow the main deck rail to slide on and around the subframe rail in a manner that keeps the frictional surfaces shielded from abrasive road grit and debris contamination. All hinge and pivot areas must contain accessible zerk type grease fittings. Plastic or nylon bushings will not be acceptable.**
  
- 1.3 The carrier body shall consist of one piece a 3/16” thick steel diamond floorplate. The diamond floorplate shall consist of rounded diamond sections that will be conducive to sliding heavy loads on them. The floor shall be supported by 2" square Corten tube crossmembers spaced on a maximum of 8" centers. The crossmembers shall be supported by the main deck rails which are to be W6 x 12# wide flange steel beam. The main deck rails must slide around the subframe rail in a manner that shields the frictional surfaces from abrasive road grit.**
  
- 1.4 The bed sides shall be a 6"x 4"x 1/4" TK 50,000 P.S.I. roll formed steel. The roll formed side rail shall consist of a ½” radius**

# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

**reinforcement rib at the top and bottom of the rail. The rail should also consist of hidden built in stake pockets. The stake pocket spacing must be able to accept the 3 pc. Removeable rails. The body shall also consist of a full length NSM nylatron pads fastened to the topside of each mainrail. The minimum amount of wear pad surface must be 1080 square inches on the 21' body.**

- 1.5 The removeable side rails shall be constructed of 2" square tube runners with 1 ½"x 3" rectangular stanchions. The rails shall extend 4 ½" above floor plate. The standard overall body width shall be 102" wide.**
- 1.6 The approach plate of the deck shall be constructed of 50 P.S.I steel. The approach plate must contain five key slot tie downs.**
- 1.7 The carrier design shall consist of an enclosed daul steel hose tray system to accomadate the movement of the winch hoses and deck wiring. The wiring loop harness shall be located in the left tray and the winch hoses shall be located in the right tray. The winch hose assembly must have both hoses molded together as one in order to provide proper travel characteristics and to eleminate abrasion between the two hoses. The hose assembly must terminate at bulkhead bracket.**
  
- 1.8 The standard wheel lift consist of a fabricated inner boom made of 5/16" TK 50,000 lb yield steel with a 3/8" thick flat bottom plate. The inner boom shall measure 7" x 4 3/8". The outer boom shall be 8" x 6" rectangular tubing 1/4" TK wall with bearing**



# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

pad. The cross tube weldment shall be a 3 1/2" square tube assembled to the inner boom by a single 1 1/4" diameter pivot pin. The pivot area should consist of a large surface area with a thick plate top and bottom. The wheel lift shall be raised and lowered by two 3" cylinders with 2" rods. The extension cylinder must have a minimum travel of 60". The wheel lift shall have a minimum of 65" of reach.

**Note:** A hydraulic rear dock stabilizer may be substituted

**1.9** The front body lock assembly shall be bolted to the frame rails of the chassis. They shall be located outside and below the truck frame. The body lock shall be adjustable in order to prevent upward or downward movement of the body while in the stored position.

**1.10** The standard winch shall be an under wind Ramsey "H234R" series. The winch must use a plate type tensioner mounted on the bottom side. The winch must also have a roller guide that consist of one top roller and two side rollers. The winch shall consist of an internal torsion spring to aid in the reengagement of the freespool function. A winch freespool handle mounted at the front of the carrier body is required.

**Note:** Available capacities range from 8,000 lb. to 12,000 lb.

Planetary option is also available.

**1.11** The body wiring shall be enclosed in plastic conduit and any electrical connections shall be made inside a weatherproof terminal style junction box.

**1.12** The carrier shall have dual lighted control stations , one located at each side towards the rear of the carrier to allow safe operation from both the road side and the curb side of the vehicle. Control stations shall be all steel construction.

**1.13** The rear tail light housings shall be bolted on to allow for easy replacement. The housings shall be equipped with sealed beam LED tail lights. All body marker lights shall be LED.

# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

- 1.14** The hydraulic sytem shall operate at 3,000 P.S.I. The hydraulic reservoir shall be easily accessible and will be equipped with a spin off cartridge filter or fully submerged filter.
- 1.15** The carrier elevation cylinders shall be 3" diameter with a 1 1/2" diameter chrome polished rod . The stroke of the elevation cylinder shall be 23". The elevation cylinders shall be mounted inboard of the chassis frame rails. The elavation function shall use a dual counterbalance load-holding valve. The carrier extend cylinder shall be 3 ½ "diameter with a 2" chrome polished rod. The stroke of the extend cylinder shall be 120". All cylinder eyes must have accessable zerk style grease fittings. Plastic or nylon bushings will not be acceptable.
- 1.16** The cab protector shall be full height and made for the specific truck chassis. The cab protector shall be constructed from 5"x 2"x 1/8" tubing roll formed to shape of cab and reinforced with angled struts. The horizontal panel below the cab window shall be made of # 12 gauge steel.

- 2.0** **Standard Features:**  
Front and rear safety chains  
Platform available in Aluminum or Steel  
Right and left side chain trays  
Front and rear tie down slots (7)

# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

**8,000 lb. Ramsey hydraulic winch with 3/8" diameter 50' cable**  
**Full Length NSN Nylatron Slide Pads**  
**Bed Anti-Tilt Feature**  
**Back-Up Alarm**  
**Century Mud Flaps**  
**Two Power lift cylinders**  
**One Extension Cylinder**  
**Positive lock down system**  
**Left and right hand illuminated controls stations**  
**Back-Up lights**  
**LED Federal standard 108 lighting**  
**LED Tail lights**  
**Winch clutch release**  
**Full hydraulic wheel lift**  
**L-Arm system**  
**Hydraulic Pump**  
**Winch Roller Guide**  
**Winch cable Tensioner**  
**All Components for Complete Installation**  
**Pre-Assembled and Factory Tested**  
**Full Height Steel Headboard**  
**Steel beds Painted Black**  
**Adjustable extension stands (except Right Approach)**

- 2.1 Optional Equipment:**
- Tool compartments**
  - Directional Spotlights**
  - Planetary winch in lieu of worm gear**
  - V- Chain assembly**
  - Work lights**

# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

- Wrecker special light bar**
- Factory Installation**
- Tie down chain assembly**
- Trailer ball adapter**
- Switch panel**
- 3-way pivoting L-arms**
- Smooth floor in lieu of diamond (steel only)**
- Optional color on side rails & top of deck**
- Additional crossmembers (steel only)**
- Dock stabilizer in lieu of wheel lift**
- 3pc. Removeable side rails (steel/ Aluminum/ Aluminum blade)**
- Galvanized Subframe**

### **3.0 Bed specifications:**

<b>Load Rating</b>	<b>12,000lbs</b>
<b>Minimum load angle</b>	<b>10.9 Degree @ 32" frame height</b>
<b>Platform length</b>	<b>19', 22' as ordered</b>
<b>Platform thickness</b>	<b>3/16"</b>
<b>Platform width</b>	<b>102"</b>

# **Specifications**

## **Century 12 LCG Series Steel Carrier (removeable rail)**

<b>Platform Extension</b>	<b>120"</b>
<b>Controls</b>	<b>5 Section spool type</b>
<b>Winch rating</b>	<b>8,000lb Standard</b>
<b>Cable diameter &amp; length</b>	<b>3/8" x 50'</b>
<b>Type</b>	<b>6X9 I.P.S.</b>
<b>Working Limit</b>	<b>3500 lb.</b>

### **3.1 Wheel Lift specifications**

<b>Wheel lift rating</b>	<b>3500 lb. extended</b>
<b>Wheel lift extension</b>	<b>60"</b>
<b>Extended reach past deck</b>	<b>68"</b>