BID NUMBER PA-00708

TO:

CITY OF LONG BEACH

CITY MANAGER ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level

Long Beach, California 90802

YEU ERK H, CAI

INVITATION TO BID

HEAVY DUTY TRAILER (2 EACH)

51 RI= PA 00708

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: FONTAMA, CA STATE	ON THE 6th DAY OF NOVEMBER, 20 07.
A .	SING 9-56KS, JIN: 87-056/536 (FEDERAL TAX IDENTIFICATION NUMBER)
STREET ADDRESS: 14212 Vollay Blow CITY	1: Formore STATE: CA ZIP: 92335
PHONE: 909 - 357-1817	FAX: 909-357-1818
si Mille	Account Monager
Robert Welsh	Bob. Welsh @ GWLEDENG. COM
(PRINT NAME)	(EMAIL ADDRESS)
S/ (SIGNATURE)	(TITLE)
(PRINT NAME)	(EMAIL ADDRESS)
NO OUT-OF-STATE BID WILL BE CONSIDERED	COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA. UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED. QUIRED FOR CALIFORNIA BIDDERS.
IN WITNESS WHEREOF the City of Long Beach has caused this contract to be of the date stated below.	
THE CITY OF LONG BEACH	ROBERT E. SHANNON CITY ATTORNEY
Director of Financial Management	Date Charlin Charles Deputy

Rev 06/26/07

BID NUMBER PA-00708

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

Legal Form of Bidder:	•		
Corporation	State of		•
Partnership	State of		
General	Limited		
Joint Venture			·
Individual	DBA		
Limited Liability Compa	any State of		
	e than 51% of ownership of th	e organization):	<u>OPTIONAL</u>
Composition of Ownership (mor Ethnic (Check one): Black	e than 51% of ownership of th Asian	e organization): Oth <u>er No</u> n-white	OPTIONAL.
Ethnic (Check one):	•		OPTIONAL.
Ethnic (Check one): Black Hispanic	Asian	Other Non-white Caucasian	OPTIONAL.
Ethnic (Check one): Black Hispanic	Asian American Indian	Other Non-white Caucasian	<u>OPTIONAL</u>
Ethnic (Check one): Black Hispanic Non-ethnic Factors of (Asian American Indian Ownership (check all that appl	Other Non-white Caucasian y): nged Under 65	<u>OPTIONAL</u>
Black Hispanic Non-ethnic Factors of C Male Female State firm certified as a Disadva	Asian American Indian Ownership (check all that appl Yes - Physically Challe No - Physically Challe	Other Non-white Caucasian y): nged Under 65 nged Over 65	
Ethnic (Check one): Black Hispanic Non-ethnic Factors of (Male Female < Is the firm certified as a Disadva	Asian American Indian Ownership (check all that appl Yes - Physically Challe No - Physically Challe	Other Non-white Caucasian y): nged Under 65 nged Over 65	OPTIONAL enterprise by any other agency?
Ethnic (Check one): Black Hispanic Non-ethnic Factors of (Male Female < Is the firm certified as a Disadva	Asian American Indian Ownership (check all that appl Yes - Physically Challe No - Physically Challe	Other Non-white Caucasian y): nged Under 65 nged Over 65	

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

BID NUMBER PA-00708

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of		N/A - Colibraria Conforcione
		MA - CATHORNIA CONT
County of		 _
On B	Before me,	NAME; TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
		William of Ottober and Williams, 112.
Personally appeared		NAME(S) OF SIGNER(S)
personally known to me - OR -	person(s) instrument executed t and that b person(s),	me on the basis of satisfactory evidence to be the whose name(s) is/are subscribed to the within t and acknowledged to me that he/she/they the same in his/her/their authorized capacity(ies), by his/her/their signature(s) on the instrument the or the entity upon behalf of which the person(s) ecuted the instrument.
	WITNESS	my hand and official seal.
		SIGNATURE OF NOTARY
Though the data below is not required by law, it may	•	sons relying on the document and could prevent fraudulent reattachment of
CAPACITY CLAIMED BY S	JIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER		
TITLE(S) PARTNER(S) GENER		TITLE OR TYPE OF DOCUMENT
ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	(AL	NUMBER OF PAGES
		DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):		
		SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

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

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

11. 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.

12. SAMPLES:

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

13. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name:	
Address:	
Commodity/Service Provided:	<u>.</u>

Circle appropriate designation: MBE WE	ы	t
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Ethnic Factors	of	Owner	ship: (more than 51%)		
Black	()	American Indian	()	
Hispanic	(.) `	Other Non-white	()	
Asian	()	Caucasian	()	
Certified by:	-					
Valid thru:						
Dollar value	of pa	articipa	ition: \$			

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

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

BID DUE DATE:

NOVEMBER 7, 2007

TIME:

11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

MICHELLE KING 562-570-6020

BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

JOHN SEEVERS 562-570-5406

DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

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

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

After the Purchasing Division has analyzed the Bids, the name of the <u>apparent</u> low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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

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

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

IF	OTHER	AG	ΈN	ICIES	EXF	RESS	AN	INTEREST	IN
PAR	TICIPATIN	IG	IN	THIS	BID,	WOULD	YOU	SUPPLY	THE
SAM	E ITEMS.								
	VE	s		N			NO	-	
	, ,			<i>y</i> \			w		

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

18. AMERICANS WITH DISABILITIES ACT:

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

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

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

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

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

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

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

- 30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
 - A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
 - B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
 - C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:
 - (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
 - The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor.
 - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

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

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

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

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

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

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

Instructions:

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

	Comply		
	Yes	No	Comments and Exceptions
General:			
It is the intent of the following specifications to describe a new Tandem Sliding Axle Trailer.	-		·
➤ The chassis, finish and fittings shall be the latest model, shall not have been used in demonstrator or other service, and shall be <u>factory standard</u> in all respects not in conflict with the following specific requirements. All work and material furnished shall be subject to the approval of the Fleet Services Bureau.			
➤ These specifications indicate minimum requirements for the needs of the City of Long Beach as concerns this equipment. However, the equipment shall in all respects meet standards and safety requirements established for equipment of this type by the appropriate State and Federal agencies.			
➤ Evidence of compliance with requirements of these specifications shall be based on manufacturer's data sheets applicable to this equipment. Such data sheets shall be included with and made a part of this bid.			
➤ Bidders shall state the time required for delivery, and bids shall include delivery to the City of Long Beach at 2600 Temple Ave., Long Beach Ca. 90806-2209.			
Brand Names:		·	
Whenever any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer in the specifications, such specifications shall be used for the purpose of facilitating descriptions of the material and/or			TRAIL-EZE BY DAKOTA MONUSCON

·	Con	nply	
,	Yes	No	Comments and Exceptions
process desired and shall be deemed to be followed by the words "or approved equal".			
Contractor may offer any material or process that shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process or article offered by Contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then 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, Bidder shall submit a request to do so to the City in writing no later than seven (7) working days before the bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify Bidder, in writing, of approval or disapproval of the equal item no later than three (3) working days before bid opening.			
Conditions:	1		
➤ The design of the complete unit shall embody the latest approved automotive engineering practices and the workmanship must be of the highest quality in its respective field. Contractor shall be responsible for the integrity of the completed unit. The unit shall be completely equipped as specified and be ready for immediate service upon delivery.	٠	·	
➤ The unit shall comply with the latest editions of the California Vehicle Code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Safety Standards, DOT Standards, provisions of Cal/OSH0A, and ANSI Z245.1 Safety Standards.			
The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate Contractor from the responsibility of furnishing a tandem axle truck with all of the manufacturer's latest improvements in current production unless specifically deleted in the			

•	Cor	mply	
	Yes	No	Comments and Exceptions
specifications. The complete unit(s) and all components shall be standard production items unless otherwise specified.			
Description:			
2008 tandem sliding axle trailer.	V		
Trailer Technical Specifications:			
Capacity:			·
Trailer shall have a 70,000 lb. distributed capacity, with 40,000 lb. concentrated capacity in 10'.	1 - 1		·
Dimensions:			
> Trailer shall have a maximum overall length of 44'.	~		
Main deck length shall be minimum 32'. Upper deck shall be a minimum 9'.			
Overall deck width shall be 102" maximum.	~		
Main deck finished height shall be 38".	1		
➤ Kingpin shall be 48" height, with 18" king pin setting, and 80" of swing clearance.	u		•
Construction:			
➤ Mainframe shall be of a minimum 80,000-PSI yield 4-beam construction. Web stiffeners to be located at high-load points. Cross member construction shall be 4" high-tensile steel I-Beam on 12" centers.	~		
➤ Decking shall be 1½" oak hardwood, flush mount.	-		
Double keyhole chain slots, and stake pockets alternating on 24" centers.	-		
Landing gear shall be telescopic, 2 speed crank type.	1		
Suspension:			
> Axles shall have 25,000 lbs rating each and shall have Stemco seals. or approved equal, with	1	-	

	Cor	nply	
•	Yes	No	Comments and Exceptions
oil lubricated bearings.			
> Trailer shall be equipped with air ride suspension suitable for axles installed.	-		
Wheels, and Tires:			
➤ Wheel shall be 6.75 x 17.5 pilot mounted 10 hole steel disc.	_	-	
> Tires shall be 235/75r x 17.5 radials, with a load rating of 5675 lbs. each.	~		
Brakes:			
➤ 12.25 x 7.5 full air/spring 4s2m automatic anti- lock brakes, with automatic self-adjusting slack adjusters, S-cam operated.	/		
Loading:		-	
➤ Trailer shall be equipped with a 20,000 lb. hydraulic winch, with 100' of ½" cable, mounted on the forward part of the upper deck. Cable roller guides at rear of upper deck.	~		
Trailer shall have a full tilt main deck, with ramp to upper deck.	~		
Axles slide forward to create deck down slope.	~		7, 3
➤ Rear approach shall be 3/8" knife-edge, with a 1/4" floor plate, with 4 chain slots across rear.	$ \nu $		ExCEEDS - WE USE 3/4" THICK KNIFE EDGE
Hydraulics:			
Trailer shall be equipped with an on board hydraulic package.			
Hydraulics power pack shall have an 18HP gasoline powered engine, mounted in the neck of the trailer below upper deck.	~		
➤ Hydraulic power should be capable of generating 2500 PSI, and deliver 17GPM oil.			
Unit shall have dual cylinders for tilt and single cylinder for axle slide.			
Controls:			
➤ Unit shall have standard side controls, to			

•	Cor	nply	
	Yes	No	Comments and Exceptions
include emergency brake release, deck tilt, axle slide, and winch control.		·	
➤ Unit shall also be equipped with a 6 circuit wireless remote control, to control: deck up and down, axle slide back and forth, and winch cable in and out.	V		
Electrical, Lighting:			
➤ All electrical wiring shall meet all DOT, SAE, and ICC standards. All wiring shall be manufacturers sealed system.	V		
Trailer lighting connector shall be 6-way round connectors.	レ		•
All lighting shall be LED type rubber mounted.			
Mid body shall have installed turn, and clearance lights.	V		
Finish:			
➤ Under carriage of unit shall have an undercoating to prevent corrosion.	~		
➤ All upper metal surfaces shall have a base primer coat, and finished with a hardened 2-part Polyurethane coat in a standard White color.	V		,
All wood surfaces shall have penetrating type moisture barrier.			
•			
·			

BID SECTION

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 FOB DESTINATION CITY OF LONG BEACH.

This bid is for two (2) 2008 tandem sliding axle trailers

- \$ 54,000 COST PER TRAILER
- \$ 4455 SALES TAX
- \$ 58,755 TOTAL COST PER TRAILER
- \$ 117,5/0 * TOTAL PURCHASE PRICE FOR TWO (2) TRAILERS

Length of time to complete all work will be a factor in award. Contractor is required to list length of work on specification. Failure to do so may disqualify your bid.

PAYMENT TERMS (discounts offered)

2% Discount for Não 20 Day Roymens

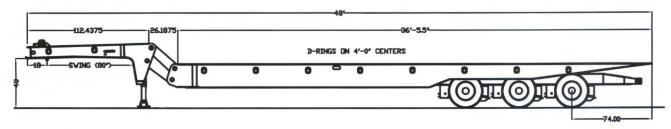
Time is of the essence for delivery. Failure to deliver on the date stated above is a material breach of the Contract. The parties agree that damages for delay would be difficult to calculate. Therefore, liquidated damages in the amount of \$25.00 per day will be withheld from final payment.

MINITRAIL-EZE TRAILERS

PO Box 1188 ◆ 1909 South Rowley ◆ Mitchell, SD 57301 E-Mail: sales@traileze.com ◆ Web Site: www.traileze.com ◆ 605-996-5571 ◆ 1-800-232-5682

TE1001 Sliding Axle Trailer





GENERAL SPECIFICATIONS:

100,000 lb. Distributed/60,000 lb. Concentrated in 10'.

DIMENSIONS:

Overall Length: 40' to 53' Main Bed Length: 28'-5" to 41'-5" Upper Deck Length: 112" Deck Width: 8'-6" Approach Ramp: 3/4" thick Loaded Deck Height: 39" Swing Clearance: 80" King Pin Setting: 18"

LOAD ANGLE: 6-3/4 to 8 degrees.

FRAME: All hi-tensile steel I-beams. 4 beam frame

design.

PLATFORM: 1-3/4" Oak decking. Crossmembers on

8" centers.

OPERATION: The main bed is tilted hydraulically and the hinged slope forms a straight ramp to upper deck which remains flat on the fifth wheel at all

AXLES: (3) 22,500 lb.

times.

WHEELS: (12) 6.75 x 17.5 10-Hole steel disc.

TIRES: (12) 215/75R x 17.5 Radials. PARK STANDS: Two-speed landing gear.

SUSPENSION: Air ride.

STAKE POCKETS: On 4' centers.

ELECTRICAL: ICC D.O.T. Standard sealed light

system w/mid-ship turn signal.

WINCH: 12,000 lb. Hydraulic with remote.

PAINT: Trailer sandblasted, primed and painted.

OPTIONS: Many Available!

WARRANTY: 5 Year Pro-Rated Major Structural Warranty

Due to constant improvements in our products, the designs and materials specifications are subject to change without notice.

MINITRAIL-EZE TRAILERS

SLIDE AXLE OPTIONS



Dock Levelers



12" Swing-out Outriggers



20,000 lb. Winch with air shift



Aluminum Wheels



TE501 50,000 lb. Capacity



Gotcha Tie Downs



Recessed D-Rings



Pull-out Tubes

Over 40 Years Building Trailers To Work Like You Do!!

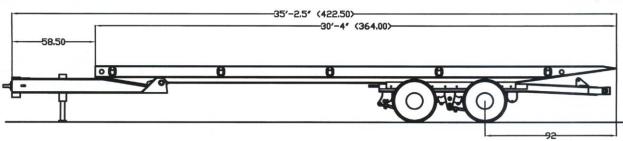
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TE401 and TE401A Sliding Axle Trailers





GENERAL SPECIFICATIONS:

TE401 - 40,000 lb. Payload capacity **TE401A** - 40,000 lb. Payload capacity

DIMENSIONS: TE401 TE401A Overall Length: 35'-4" 39'-7" Tilt Bed Length: 30'-4" 30'-4" Width: 8'-6" 8'-6" Upper Deck: 9'-2" 37" Height: 37" Load Angle Degrees: 9 9

CYLINDERS: Two tilting cylinders - One sliding

cylinder.

PLATFORM: 1-3/8" Oak decking.

BRAKES: 12-1/4" x 7-1/2" with S-Cam air auto slack adjusters, ABS, spring brakes and outboard

drums.

FRAME: Hi-tensile steel I-beam main frame and crossmembers.

AXLES: (2) 20,000 lb. Capacity. **TIRES:** (8) 215/75R x 17.5 radials.

WHEELS: (8) 6.75 x 17.5 Disc pilot mounted.

SUSPENSION: H-9700 spring.

NARROW NECK w/KING PIN: 9'-2" (TE401A) PINTLE HITCH: 3" ID adjustable (TE401).

D-RINGS: 5 per side.

SAFETY CHAINS: 1/2" with hooks (TE401). **TONGUE JACK:** 12,000 lb. Crank type (TE401).

PARK STANDS: Pin drop (TE401A).

ELECTRICAL: ICC D.O.T. Standard light and

reflector kit.

PAINT: Trailer sandblasted, primed and painted.

OPTIONS: Many Available!

WARRANTY: 5 Year Pro-Rated Major Structural Warranty

Due to constant improvements in our products, the designs and materials specifications are subject to change without notice.

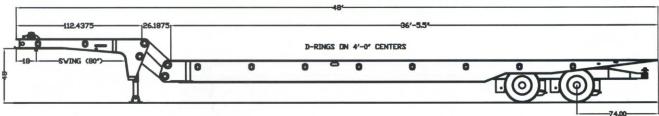
Over 40 Years Building Trailers To Work Like You Do!!

WINITRAIL-EZE TRAILERS

PO Box 1188 ★ 1909 South Rowley ★ Mitchell, SD 57301
E-Mail: sales@traileze.com ★ Web Site: www.traileze.com ★ 605-996-5571 ★ 1-800-232-5682

TE701 and TE801 Sliding Axle Trailers





GENERAL SPECIFICATIONS:

TE701 - 70,000 lb. Distributed/40,000 lb.

concentrated in 10'

TE801 - 80,000 lb. Distributed/50,000 lb.

concentrated in 10'

DIMENSIONS:

Overall Length: 40' to 53' Main Bed Length: 28'-5" to 41'-5" Upper Deck Length: 112" Width: 8'-6" 3/4" Steel knife edge Approach Ramp: Loaded Deck Height: 37" Axle Slide on 44' to 47': 13' Axle Slide on 48' to 53': 15' 80" Swing Clearance:

18"

LOAD ANGLE: 6-3/4 to 8 degrees

King Pin Setting:

FRAME: All hi-tensile steel I-beams. 4 Beam design.

PLATFORM: 1-3/8" Oak decking. CROSSMEMBERS: on 12" centers.

STAKEPOCKETS: on 4' centers with 4 Gotcha's across the rear.

OPERATION: The main bed is tilted hydraulically and the hinged slope forms a straight ramp to the upper deck which remains flat on the fifth wheel at all times.

AXLES: (2) 22,500 lbs.

BRAKES: S-Cam air activated 12-1/4" x 7-1/2". Complete ABS w/auto slack adjusters and spring brakes on all axles.

WHEELS: (8) 6.75 x 17.5 10-Hole steel disc.

TIRES: (8) 215/75R x 17.5 radials.

PARK STANDS: Two-speed landing gear.

SUSPENSION: Air ride.

ELECTRICAL: ICC D.O.T. standard sealed light

system w/mid-ship turn signal.

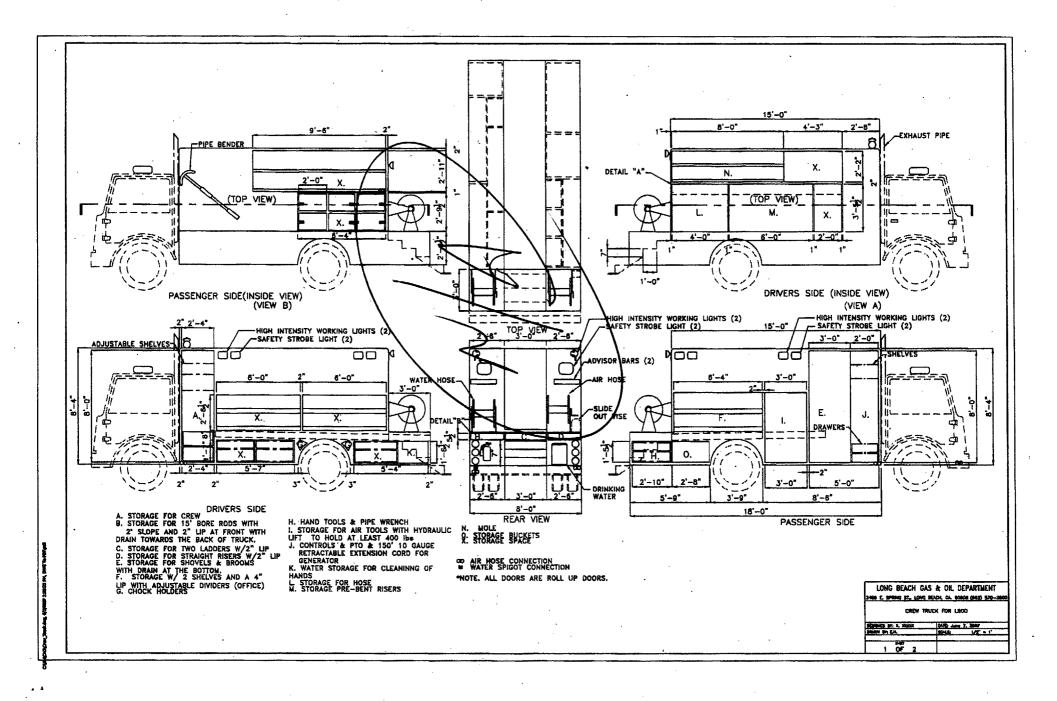
WINCH: 12,000 lb. hydraulic with cord type remote control.

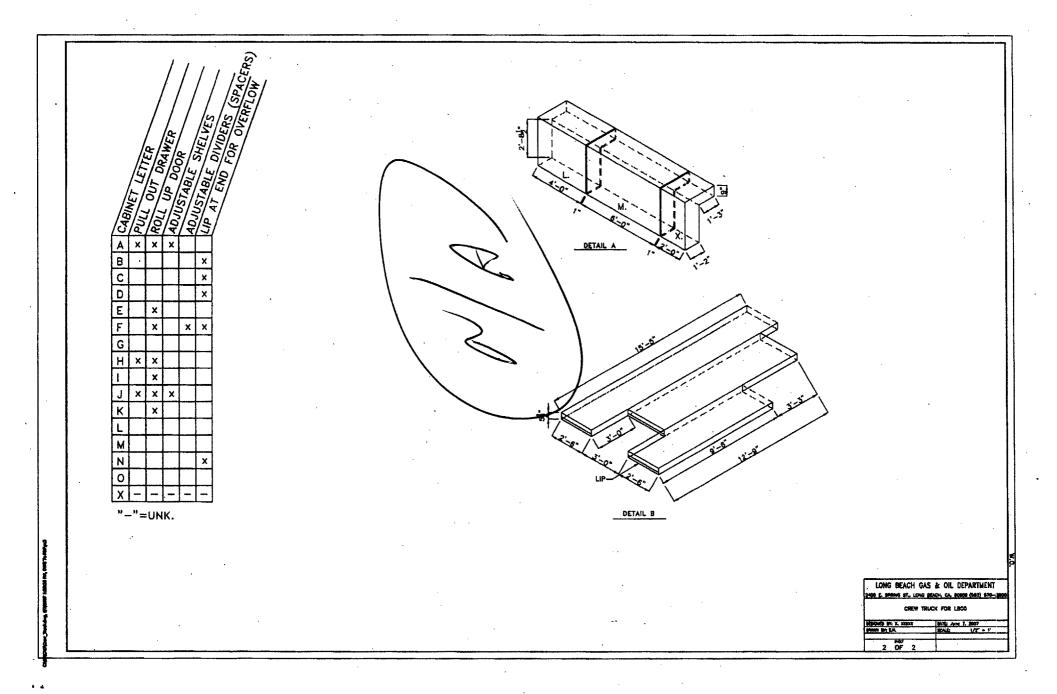
PAINT: Trailer sandblasted, primed and painted.

OPTIONS: Many Available!

WARRANTY: 5 Year Pro-Rated Major Structural Warranty

Due to constant improvements in our products, the designs and materials specifications are subject to change without notice.





(Corporate Seal)



CORPORTE RESOLUTION GREAT WESTERN LEASING AND SALES. INC.

I, Sean Norton, in my official capacity, hereby certify: that I am an officer, namely President and Chairman of the Board and I, Darrin Norton, in my official capacity hereby certify: that I am an officer, namely Secretary and Treasurer of Great Western Leasing and Sales, Inc., a corporation duly organized and existing under the laws of Utah; that at a meeting of the Board of Directors of this corporation, duly and regularly convened and held on the 6th day of November, 2007 at which a quorum for the transaction of business was present and acting, the following resolution was duty and regularly adopted, and is still in full force and effect, and appears as follows in the minutes of the meeting:

RESOLVED; that Robert Weish, is hereby authorized to sign contracts for the City of Long Beach bid #PA-00708, dated 11/8/07 and to execute any and all instruments necessary for this task.

In witness whereof, I hereunto set my hand and affix the seal of this		
corporation on this 6th day of November	2007	
Carta		
Sen Notion, President and Chalman of the Board		
Darrin Norton, Secretary and Treesurer		
	•	

California All-Purpose Acknowledgment

State of California County of Orange	} } ss.
On <u>11/6/07</u> before me ersonally appeared <u>Darrin Norton</u>	Erica Foral
ERICA FORAL CCMM. # 1570090 ROTARY PUBLIC-CALIFORNIA O ORANGE COUNTY MY COMMISSION EXPIRES AFRIL 17, 2009	personally known to me 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 autho- nized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the en- tity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signature of Notary
	her Information ————————————————————————————————————
Type of Ackowledgment:	
☐ Individual	
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☐ Corporate	
☐ Corporate ☐ Partnership	
Partnership	
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Partnership Attomey-in-fact	· · · · · · · · · · · · · · · · · · ·
Partnership Attorney-in-fact Other: Document Identification: Name/Type:	
Partnership Attorney-in-fact Other: Document Identification: Name/Type: Date: 11/6/07	# of Pages:
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Partnership Attorney-in-fact Other: Document Identification: Name/Type:	# of Pages:
Partnership Attorney-in-fact Other: Document Identification: Name/Type: Date: 11/6/07 Other Info: Journal Entry #: Signer Information	# of Pages:
Partnership Attorney-in-fact Other: Document Identification: Name/Type: Date: 11/6/07 Other Info: Journal Entry #: Signer Information	# of Pages:

California All-Purpose Acknowledgment

State of California County of Orange	} ss.
On <u>11/6/07</u> before more before more personally appeared <u>Sean Norton</u>	ne, <u>Erica Foral</u> ,
ERICA FORAL COMM. # 1570000 NCTARY PUBLIC CALIFORNIA O ORANGE COUNTY O MY COMMISSION EXPIRES - APRIL 17, 2009	personally known to me 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 autho- rized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the en- tity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official/seal. Signature of Notary
-	Other Information ————————————————————————————————————
Type of Ackowledgment: Individual Corporate Partnership Attorney-in-fact Other:	
Document Identification: Name/Type: Date: 11/6/07 Other Info: Journal Entry #:	# of Pages:
Signer Information Name: Sean Norton	·