TO:

CITY OF LONG BEACH

CITY CLERK

ATTN: MICHELLE KING

411 West Ocean Boulevard, Lobby Level

Long Beach, California 90802



INVITATION TO BID

AUTOCAR ROLL OFF TRUCKS CNG

CONTRACT NO.

35864

L. 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.

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:	wnittier		N THE	19th.	DAY OF	October	, 20	20 .
	CITY	STATE			_	МОМТН		*****
COMPANY NAME:	Los Angeles Truck Centers, LLC	: dba Veloci	ity Truck (Center T 1	IN:			
						(FEDERAL TAX IDE	NTIFICATION NUM	IRFR1
STREET ADDRESS:	2429 S. Peck Road	CITY.	Whittier	•		,		
DITTEL TO DITEOSI	E123 Di) CCR NOGO	CITT.	AALIEGICI			SIAIE;	CA. ZIP:	90601
PHONE:	(899) 910-4406		FAX:	(562) 44	7-1544			
s/	\$ 6			ï	Choida	nt-		1000
	(STEALATLURE)					(TITLE)		
	James Barker			Cb	arkers	a vuatruch	Licen	
\sim	(PRINT NAME)					(EMAIL ADDRESS)		
s/ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	_				00	70		
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	NOTARIES ARE	NOT REQUI	RED FOR	CALIFORN	A BIDDERS	CHIENTIS MILE	CHED.	
of the date stated below.	the City of Long Beach has caused this con	tract to be exe	cuted as req	juired by law a	S APPRO	arch 22 form		, 20 21
	O O Distribution	aned by Sandra Ts			******	S PARKIN		, 20
THE CITY OF LONG BEAC	Palmer Palmer	arieu by sandfa 15	any*		CITY AT			
ВУ	Date: 2021	.03.30 11:09:41 -0	7'00'					
***************************************	tor of Financial Management		Date				Denoity	
							ocinity.	

TO:

CITY OF LONG BEACH

CITY CLERK

ATTN: MICHELLE KING

411 West Ocean Boulevard, Lobby Level

Long Beach, California 90802



INVITATION TO BID

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CONTRACT NO.	
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 SERVICES TO BE PROVIDED BY THE CONTRACTOR: Contractor shall upon acceptance of this Bid by the City, furnish t terms and conditions set forth herein. 	he goods and services herein specified according to the
3. AMOUNT TO BE PAID: The City shall pay Contractor for the goods or services as describe to Bidders.	ed in the section entitled "PAYMENT" in the Instructions
 CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION: When alternative provisions are requested, or options are offere option, is being accepted at the same time that he is notified that 	
5. DECLARATION OF NON-COLLUSION: The undersigned certifies or declares under penalty of perjury that in the interest or on behalf of any person or entity not herein name or solicited any other Bidder to submit a sham bid, or any other penals not in any manner sought by collusion to secure to himself and	ed; that the Bidder has not directly or indirectly induced rson or entity to refrain from bidding, and that the Bidder
BIDDER MUST COMPLETE AND SIGN BELOW: (Signature of Corporate Officers or persons authorized to sign bids and contra Concerning Signatures.) EXECUTED AT: Whittier CA. ON THE	cts on behalf of the Contractor – refer to page 2 Instructions 19th. DAY OF October , 20 20 .
COMPANY NAME: Los Angeles Truck Centers, LLC dba Velocity Truck Ce	enter TIN:
STREET ADDRESS: 2429 S, Peck Road CITY: Whittier	STATE: CA. ZIP: 90601
PHONE: (2009)/9/10-4406 FAX:	(562) 447-1544
s/	P. K. S. dent
James Baker	Charker Vyg Yucki Com (EMAIL ADDRESS)
S/ (SIGNATURE)	CFO (TITLE)
Brgan Kobs	bkobuse vychruck. com
ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES L NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NO NOTARIES ARE NOT REQUIRED FOR C	OCATED OUTSIDE THE STATE OF CALIFORNIA. TARIAL ACKNOWLEDGMENT IS ATTACHED.
IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required the date stated below.	, 20,
THE CITY OF LONG BEACH	CHARLES PARKIN CITY ATTORNEY

Deputy

Director of Financial Management

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:
The following information is submitted regarding the bidder.
Legal Form of Bidder:
Corporation State of Partnership 1 State of
Partnership / State of
General L Limited 🖂
Joint Venture
Individual DBA
Limited Liability Company A State of OA.
Composition of Ownership (more than 51% of ownership of the organization): Ethnic (Check one): OPTIONAL
⊖ Black ⊖ Asian ⊖ Other Non-white ⊝ Hispanic ⊝ American Indian x Caucasian
∃ Hispanic ← American Indian x Caucasian
Non-ethnic Factors of Ownership (check all that apply):
x Male U Yes - Physically Challenged X Under 65 ① Female U No – Physically Challenged U Over 65
☐ Female ☐ No – Physically Challenged ☐ Over 65
Is the firm certified as a Disadvantaged Business: U Yes IX No Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
☐ Yes
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
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
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.

ACKNO	WLEDGMENT
A notary public or other officer completing of certificate verifies only the identity of the inwho signed the document to which this certatached, and not the truthfulness, accuracy validity of that document.	dividual tificate is
State of California County of	
On before	me,(insert name and title of the officer)
subscribed to the within instrument and ack in his/her/their authorized capacity(ies), and person(s), or the entity upon behalf of which	bry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same of that by his/her/their signature(s) on the instrument the note the person(s) acted, executed the instrument.
paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature(Seal)
	OPTIONAL
Though the data below is not required by law, it may prove valual of this form.	ble to persons relying on the document and could prevent fraudulent reattachment
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER TITLE(S) ☐ PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
GENERAL TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	NUMBER OF PAGES
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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 walve 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 I	Name:
Address:	
	//Service Provided:

	s of	Owner	ship: (more than 51%)		
Black	- ()	American Indian	()	
Hispanic	()	Other Non-white	į.	j	
Asian	{)	Caucasian	()	
Certified by:						
Valid thru:						
Dollar value	of pa	articipa	ation: \$			

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be submitted electronically 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 electronically without prejudice no later than the time set for opening Bids

> SUBMIT WET SIGNATURE PAGE MY MAIL ONLY CITY OF LONG BEACH CITY CLERK – ATTN: MICHELLE KING 411 W OCEAN BLVD/PLAZA LEVEL LONG BEACH CA 90802

BID DUE DATE:	OCTOBER 22, 2020
TIME:	11:00 am

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

MICHELLE KING	(562) 570-6020
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

IF	OTHER	AGENCIES	EXPRESS	ΑN	INTEREST	IN
PAI	RTICIPATIN	NG IN THIS BID	, WOULD Y	ou su	PPLY THE S.	AME
ITE	MS.					

YES	x	NO	

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

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

CONTRACT - GENERAL CONDITIONS

- 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

CONTRACT - GENERAL CONDITIONS

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

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

CONTRACT - GENERAL CONDITIONS

BID NUMBER ITB FS-20-076

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

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

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

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

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

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

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

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

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

CONTRACT - GENERAL CONDITIONS

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

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

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

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

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

PROJECT OVERVIEW

Two (2) current model Autocar roll off trucks CNG (See Appendix A)

BID TIMELINE - All times are Pacific Time

Bid release date: October 1, 2020

Questions due:

Response from the City to bidder

Bid due date:

October 8, 2020 by 11:00 AM PST
October 15, 2020 by 11:00 AM PST
October 22, 2020 by 11:00 am PST

BID SUBMISSION INSTRUCTIONS:

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

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

/	Signed Bid Cover Page
	California All Purpose Acknowledgment, Notarized (if applicable)
	Debarment Certification Form (Attachment A)
1	Reference List (Attachment B)
	W-9 Form (Attachment C)
\checkmark	Insurance Requirement (Attachment D)
V	Equal Benefits Ordinance (Attachment E)
	Print Out of Secretary of State (Attachment F)

METHOD OF SUBMISSION:

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

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

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

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

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

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

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

City of Long Beach C/O City Clerk Attn: Michelle King 411 West Ocean Boulevard, Lobby Level Long Beach, CA 90802

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

ITB FS-20-076 AUTOCAR ROLL OFF TRUCKS CNG.

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, October 22, 2020. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

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

REFERENCES

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

AWARD

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall be made by e-mail, fax or mail and to the City. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

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

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

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

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

AMERICANS WITH DISABILITIES ACT

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

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

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

COPYRIGHT

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION: EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produces 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).

INSURANCE

See Requirements on page 9, Section 30 and Attachment E.

FUTURE AMENDMENTS

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

PAYMENT TERMS

Net <u>30</u>; <u>0</u> % discount in <u>30</u> days.

VENDOR CONTACT INFORMATION

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

Contact Name: Ron Creighton

Contact Direct Phone: (909) 510-4406

Contact Fax: (562) 447-1544

Contact E-mail: rcreighton@vvgtruck.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach ____6

APPENDIX A

COMPLY COMMENTS/EXCEPTIONS Instructions: State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the YES specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES SHALL OTHERWISE BE **VENDOR** MEETING DETERMINED AS SPECIFICATIONS MINIMUMS. General It is the intent of the following specifications to describe a new automated roll off collection truck: 1. The body, finish and fittings shall be the latest model, shall not have been used in demonstrator or other service, and shall be factory standard in YES all respects not in conflict with the following specific requirements. All work and material furnished shall be subject to the approval of the Fleet Services Bureau. indicate minimum specifications 2. These requirements for the needs of the City of Long Beach as concerns this equipment. However, it YES shall in all respects meet standards and safety requirements established for equipment of this type by the appropriate State and Federal Agencies. 3. Evidence of compliance with requirements of these specifications and those of the above agencies shall be based on manufacturer's data sheets applicable to this equipment. Such data sheets shall be included with and made a part of this quotation. Bids shall be considered on equipment complying substantially with these specifications, provided all deviations are stated YES and all substitutions are described, including technical data where applicable, in a letter attached to the bid. The City of Long Beach reserves the right to determine whether such substitutions are within the intent of these specifications and shall reasonably meet the service requirements of the City of Long Beach.

APPENDIX A

COMPLY YES NO

 4. All bids must be submitted in duplicate including manufacturer's data sheets and brochures. 5. Bidders shall state the time required for delivery, and quotations shall include delivery to the City of Long Beach at 2600 Temple Ave., Long Beach Ca. 90806. 		180-210 DAYS ARO
Description		
Shall be (2) two Autocar low entry cab forward with setback front axle, tilt cab, left-hand drive only, three axle, CNG dedicated, cab and chassis with a roll off type body collection unit attached to the truck frame for the purpose of hauling 40 yard roll off containers.	YES	2022 Autocar ACX64
BRAND NAMES:		
Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".	YES	
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.		
Conditions: The design of the complete unit shall embody the latest approved automotive engineering practices and the workmanship must be of the highest quality in its respective field. The Contractor shall be responsible for the integrity of	YES	

APPENDIX A

COMPLY

NO COMMENTS/EXCEPTIONS the completed unit. The unit shall be completely equipped as specified and be ready for immediate service upon delivery. 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 YES Z245.1 Safety Standards. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the Contractor form their responsibility of furnishing a roll off truck with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. complete unit(s) and all components shall be standard production items unless otherwise specified. **CERTIFIED GVWR:** YES Shall be at least 60,000 pounds. CALIFORINIA LEGAL PAYLOAD: Shall be capable of transporting a minimum California Legal Payload of 8 tons. The weight shall be demonstrated on certified scale with first truck delivered. Note: Successful bidder shall supply the City of YES Long Beach with a certified weight distribution analysis that verifies the payload. No Exceptions Wheelbase: YES Shall not exceed 219" inches. Length: YES Overall length of complete truck shall not exceed 360" inches.

APPENDIX A

COMPLY YES NO

Width: Unit shall not exceed maximum legal California width of 106-inches including tarping system.	YES	
Engine:		
Shall be a Cummings 8.9L ISL G, or approved equal, dedicated CNG, 4 cycle, turbo charged with at least 280-horse power, 900 ft. lbs. of torque at 2100 r.p.m. Engine shall be compatible with the transmission and driveline and shall be certified by the manufacturer as a specific acceptable combination for heavy-duty stop and go roll off pick up service. Engine servicing shall be accessible without tilting cab. Engine shall be equipped with electronic controls, and charged air cooler. Engine shall also be equipped with full flow type, spin on oil filter, spin on water filter and must be equipped with a 30 second warning before shut down for low oil pressure or high coolant temperature. Engine must have 350-ft. lbs. of torque available at idle.	YES	*Cummins L9N Near Zero 320 HP @ 2200 RPM / 1000 LB-FT TORQUE
Please bid as an option: ISL G NZ 280		DEDUCT \$3,600.00 L9N 300 HP @ 2200 RPM / 860 LB- FT TORQUE.
Engine Air Cleaner:		
Shall be 14" or larger horizontally mounded, dry type, approved by engine manufacturer. System shall have a restriction indicator visible to operator on dash. Intake shall be above cab roofline with an appropriate cover, filter, and strainer.	YES	15" Diameter
Engine Cooling System: Shall be largest, heaviest, increased capacity system available for engine and transmission specified, minimum 1,200 square inch bolted tank or approved equal. Cooling shall be field tested	YES	Exceeds: 1300 Sq. Inches. This is necesary due to CNG engines burned hotter and have a larger heat rejection with Automatic Transmissions. Autocar Best in Class

APPENDIX A

UNITS 1307 AND 1308	COMPLY YES N	O COMMENTS/EXCEPTIONS
and certified by the manufacturer for heavy-duty stop and go roll off pick-up service. System shall include a spin on type cooling system filter. All hoses shall be Gates Green Stripe, or approved equal with constant torque hose clamps. Silicone hoses are not acceptable.	YES	
Engine Exhaust System:		
Shall be stainless steel heat shielded, left side vertical mount, quiet design type with an appropriate elbow or rain cap at exit, and extended above roof of cab and roll off body. No flex joint accepted.	YES	
Transmission:		
Shall be automatic, torque converter type with at least five (5) speeds forward and one (1) in reverse with cast aluminum, or approved equal, low ground clearance, oil pan. Controls to be electronic shift. Also roll off body hydraulic system pump shall not be engaged until engine is at idle and then operated when transmission is in gear. The chassis manufacturer shall install the programming option and group that best match the application described in the specifications. The chassis manufacturer prior to delivery of the cab and chassis to the body manufacturer shall program the transmission E.C.U. The chassis manufacturer shall provide an electrical junction box(s) outside of the vehicle interface module for all roll off body electrical connections. The junction box(s) shall have all circuits clearly identified. All chassis to body electrical connections must be made inside of the junction box(s). Transmission shall be equipped with an		*City of Long Beach has standardized with the Allison 3000RDS. The 3000RDS is 590 lbs. lighter in weight which increases available payload capacity. For Allison 4500RDS, Add \$10,200.00 to bid pricing before applicable taxes.
oil level sensor to allow fluid level to be displayed in dash. Allison transmission HD4560P or approved equal, electronic shift type push button keypad, oil cooler inside radiator and external oil filter, spin on type.	YES	

APPENDIX A

COMPLY YES NO

Fram Shall 1. 2. 3.	meet the following minimums: Shall be of channel construction. Shall be of sufficient strength to withstand the heavy strains of roll off truck service. Huck bolted construction with full-length liner on frame rails. Welded construction unacceptable. Frame shall have 100,000 PSI yield strength minimum. Shall be 17" inch minimum section modulus per rail.	YES	*Autocar Truck has the most robust frames in the industry. Autocar Truck frame specification for PSI, RBM and SM without the need for a frame liner saves 700+ lbs. of weight which increases payloads. In addition, Autocar's frame stiffness is important for providing stability of the vehicle when dumping high-center of gravity payloads in the landfill or transfer stations. Please refer to frame chart supplied with bid for compliance. 4. Exceeds - 120,000 PSI 5. Exceeds - 29.41 SM
 7. 	Shall have a minimum of 1,893,000 RMB per side rail minimum. Cutting of frame in any way to accept engine or other components is an unacceptable construction method unless OEM authorized and approved by the City of Long Beach.	YES YES	6. Exceeds - 3,529,000 w/o frame liner.
	t: Shall be 20,000-pound minimum rating and	VEC	•
Plast	quipped with double acting shock absorbers. iic oil caps not acceptable. Front hubs shall be sed packed with metal covers.	YES	
	: Shall be a 40,000-pound minimum rating a magnetic drain plug.	YES	
GVV spee start mani grad comp	c: The ratios shall be that this 60,000-pound I rated truck can obtain a maximum road d of 65 MPH at governed engine RPM and can on a 20% grade when fully loaded and ned. Vehicle shall be capable of pulling a 10% e at a speed of 15 – 20 MPH fully loaded. A puterized projected engineering performance e sheet prepared by the engine and mission manufacturer shall be provided with oid.		

APPENDIX A

COMPLY YES NO

Brak	es Service:		
Snail	meet the following minimums:		
4	Dick type on all 3 ayles	YES	
1. 2.	air connections (service and emergency).	YES	
3.	Shall have 16.5 CFM minimum capacity water-cooled and engine oil lubricated air compressor with a Bendix D2 governor, or	YES	3. Cummins 18.7 CFM Standard
4.	approved equal governor. Air dryer shall be an automatic drain system, Clear Drain, or approved equal.	YES	
5.	Low air pressure warning light, air gauge, and buzzer in cab.	YES	
6.	Automatic drain valves on all air tanks.	YES	
7.	Automatic air shut off valves to protect systems from leakdown.	YES	
8.	Shall be Bosch, or approved equal, ABS brake package. ABS trouble shooting connector shall be installed on left side of cab under dashboard. Contractor shall provide service manual and air schematics per build on first truck delivered.	YES	
Eme	ergency:	a. a	
1.	Anti-compound brake valve shall protect brake system when emergency system is applied.	YES	
2.	System shall have a separate reservoir of a capacity to provide at least three (3)	YES	
3.	complete releases of the emergency brakes. System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station.	YES	
4.	System shall hold the vehicle when fully loaded and manned on a 20% grade.	YES	

APPENDIX A

COMPLY YES NO

***	-
graphite YES	1. Taper-Lear 22,000 lb.
e ratings YES	
all be cast aluminum	
o. capacity YES	Hendrickson HMX-400 40,000 lb.
ng. ar driven. ast 20,000- , Saginaw	
east a 45- YES	*Exceeds 50-Degree. This enhances driver safety by allowing the operato
thigh, and YES	the ability to manuever in tight urban city areas.
adjust up, d out to statures.	
nuate size, nd yokes. Glide-Cote" shall have	
	e ratings YES all be cast aluminum c. capacity yed equal. The strings YES YES YES YES YES YES YES YES

APPENDIX A

UNITS	3 1307 AND 1308	COM YES	PLY NO	COMMENTS/EXCEPTIONS
Whe	els:			
	be certified by the manufacturer for use with ehicle.			
1.	Front: Two (2) ten (10) tapered hole "Budd" type, 5-hole ventilated or approved equal, aluminum alloy wheels to accept 315/80R X 22.5 tubeless tires.	YES		
2.	Rear: Eight (8) ten (10) tapered hole "Budd" type, 5-hole ventilated or approved equal, aluminum alloy wheels to accept 315/80Rx22.5 tubeless tires.	YES		
3.	All wheels shall be aluminum alloy.	YES		
4.	One (1) spare front and rear wheel shall be provided for each unit delivered.	YES		
Tires) <u>;</u>			
Minir	nums	Andrew of the first		
1,	Front: Two (2) 315/80R X 22.5 LR"L" premium grade, steel radial ply casing construction, Michelin XZY2, balanced,	YES		
2.	tubeless type. Rear: Eight (8) 315/80R X 22.5 LR"L" premium grade, steel radial ply casing construction Michelin XZY2 tubeless type.	YES	4 14 14 14 14 14 14 14 14 14 14 14 14 14	
3.	One (1) spare front and rear tire shall be provided for each unit delivered.	YES		
Elec	<u>trical</u> :			
Shal	I meet the following minimums:		1	
1. 2.	Twelve (12) volt, negative ground system. System shall be protected with adequate circuit breakers. Fuses unacceptable.	YES YES		
3.	All wiring shall be loomed and routed the simplest, most direct and most protected way with separate accessory and body functions to a frame mounted weatherproof	YES		

APPENDIX A

COMPLY YES NO

junction box. No splicing shall be allowed by roll off body installer. Wiring shall be supported or clamped at intervals not to exceed thirty (30) inches.	YES
 One positive and one negative accessory terminal shall be centrally located on the dash and individually protected by circuit 	YES
breakers (for radios). 5. <u>Manufacturer shall provide color-coded</u> wiring diagram per build with first unit delivered.	YES
Alternator:	
Shall be not less than two hundred (200) ampere manufacturer's rated capacity with external rectifier and R-stator terminal.	YES
Starter:	
Delco Remy 42 MT 400 starter, or approved equal, with magnetic switch for solenoid at or near starter motor with 00 minimum size cables and overheat protection.	YES
Battery(s):	
Shall meet the following minimums:	
1. All Battery(s) shall be mounted outside of frame rails as far forward as practical or in a location agreed upon by the City of Long Beach and body builder, in a steel or anodized aluminum box on left or right side, and protected from road debris. Battery box cover or liner shall be constructed of a non-metallic material.	YES
2. Battery box shall not interfere with grip arms.	YES
3. Each battery shall be 900 CCA group 31, heavy-duty maintenance free type, Delco,	YES
Gould or approved equal. (3 each) 4. Battery cut-off switch to be provided.	YES

Shall meet the following minimums:

APPENDIX A

COMPLY NO

Fuel Tank: Dual 30 DGE (60) Total with Front Tank shall be constructed to DOT standards Bumper Fill with Starter approved for use with CNG, easily accessible fill YES Interlocks, In complaince with with body configuration, useable sixty DGE NFPA-52 Requirements. capacity, with emergency shut off valve. Tank shall *Option - Dual 45 DGE (90) Total be mounted on the street side Add - \$2,970.00. Fuel Gauge: Empty to full needle type gauge, dashboard mounted, visible to operator, gauge to monitor YES CNG levels in the fuel system and clearly marked CNG, Tank sending unit shall be of heavy-duty quality and approved by the City of Long Beach.

1.	Current production, two (2) man, tilt cab, low entry design, at least 89" inches wide with mud flaps at rear of front wheels. Cab shall be same manufacturer as frame rails.	YES
2.	Instrument panel shall include at least the following control and indicator gauges: tachometer, speedometer, oil pressure, water temperature, air pressure, fuel gauge, voltmeter, oil pressure activated engine hour meter, headlights, dome lights, dash lights, ignition switch with key, heater/defroster, air conditioning, windshield wipers, emergency brakes, hydraulic PTO switch, turn signals, horn, hazard lights, night working lights	YES
3.	(arm/hopper) etc Left-hand drive, sit down/seat, with left-hand	YES

No controls or hardware on right side of cab. YES

All controls and hardware to be on left side

2. Autocar Advanced Dash Display with Telematics. See information capabilities supplied with bid.

COMMENTS/EXCEPTIONS

*Available Safety Option -Advanced Driver Assist Systems (ADAS). Add: \$6,400.00 to bid price. Refer to ADAS & ESC Systems Information Included with bid.

YES

instrumentation.

of cab only - no exceptions.

Cab:

4.

APPENDIX A

COMPLY

		COMP		COMMENTE/EVERTIONS
		YES	NO	COMMENTS/EXCEPTIONS
5.	Instruments shall be Stewart Warner "Delux"	YES		
	or approved equal.			
6.	Conventional doors, right and left sides, with	YES		Two hinge-bracketed. No piano door
	piano style hinges and brass or stainless			hinges. Piano type hinges can't be
	steel pins and grab handles.			adjusted when doors are out of
7.	30,000 BTU fresh air heater and integral	VEC		alignment.
	defroster. Full width windshield(s) and rear	YES		
	cab window(s). All glass shall be tinted.			
8.	Sun visors, right and left sides.			
9.	Left side driver's seat shall be Bostrom mid-	YES		
	back air suspension.			
10.	Passenger seat shall be mid-back non-	YES		
	suspended.			
11.	Both seats shall be equipped with three			
		YES		
	adjustable D rings. Adequate knee and			
	elbow room shall be engineered into the cab			
	design.			
12.	Upholstery shall be heavy-duty cloth. Any			
	sound deadening material used in cab	YES		
	interior shall be matching colors. Any sound			
	deadening material used in engine areas			
	shall be resistant to absorption of oil and			
12	water and be fireproof. Factory Power doors and Power windows.			
13. 14.	Mirrors shall be 6" X 16". 78-03-8 KD or			
14.	7010 Signal Stat head, or approved equal.	YES		-
	Additionally an 8" convex mirror shall be			
	mounted on both right and left side below			
	standard mirror.			
15.	Electric dual windshield wipers.	YES		
16.	Cab tilt mechanism shall be hydraulic or			
' ' '	electric. Tilt shall be at least 60 degrees	1 1		
	and expose engine and components for	1		<u>.</u>
	repair.			
17.	Front bumper shall be 1/4" steel, chrome, with			
	tow hooks, frame mounted, and of sufficient	L		
	strength to permit lifting and towing of a fully			
	loaded vehicle without damage to cab			
	assembly or components. Bumper shall be	1		
-	extended twelve (12) inches forward of cab			
	to protect cab from damage.			

APPENDIX A

COMPLY COMMENTS/EXCEPTIONS NO Occupants inside of cab shall not be 18. YES subjected to over 85 DBA per SAE J336A, or Cal OSHA General Orders under full throttle load acceleration. Engine/transmission electronic diagnostic 19. equipment with software for appropriate engine and transmission shall be provided YES with first unit delivered. The manufacturer shall provide diagnostic training before first unit is delivered. Vehicle to be equipped with factory air YES 20. conditioning. Shall be equipped with an AM/FM Bluetooth YES 21. radio. Cab shall be warranted by manufacturer for 22. YES a minimum of one year from the City of Long Beach in-service date. An additional control pad shall be installed 23. YES on the right hand side of operator. Location shall be determined at time of bid award. Additional Truck Chassis Equipment: Back-up alarm, electric, with motion YES 1. detector, Cal OSHA approved. Reflector flare kit mounted in cab, Grote YES 2. 71422, or approved equal. Roll off body hydraulics operation system. 3. Warning light(s) at dash shall show a. YES hydraulic pump engaged and roll off body hydraulic system in operation mode. Warning light and buzzer shall also b. YES show roll- off rails not in stowed position. 10# ABC fire extinguisher. 4. One (1) Rear vision camera 3rD Eve Mobile 5. Vision model AWT1020T, and monitor YES model number AWT07MLEDT, or approved equal. Camera shall be located on rear center of body no exceptions.

APPENDIX A

OMERS	COMPLY			
		YES	NO	COMMENTS/EXCEPTIONS
Roll	Off Body:			
1.	Roll off body shall be an all welded construction of steel sections. All body areas shall be adequately	YES		
2.	reinforced to allow continuous operation with maximum loads and prevent excessive wear and deformation.	YES		
3.	All hoses shall be installed and protected in such a way as to prevent damage.	YES		
4.	All body welding fillets shall have good penetration, good fusion, good appearance, and shall not display cracks or undercutting.	YES		
5.	Body shall be warranted bumper to bumper by manufacturer for a minimum of three years from the City of Long Beach in-service date.	160	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

APPENDIX A

UNITS	6 1307 AND 1308	COM YES	PLY NO	COMMENTS/EXCEPTIONS
Tarpi	ing System:			
1.	Shall be equipped with an automatic tarping system.	YES		
2.	Tarping system shall cover the entire load when roll-off container is on the truck.	YES		
3.	Shall have three (3) controls mounted street side behind cab.	YES		
4.	Controls shall be mounted rear of cab front of roll off container and perform the	YES		
	following: a. Control tarp up and down. b. Control tarp arms to extend from front of roll off container to rear. c. Control tarp arms to be able to adjust tarp tautness after covering load.	A-C		
5.	Tarp shall be mess type with a minimum of four (4) inches overhang on each side for covering of load.	YES		
6.	Tarp shall be mounted behind cab ahead of roll off body in covered cavity for element protection.	YES		
7.	Tarp case shall be spring type so as to roll back automatically when returning to stowed position.	YES		
Main	Rail:			
	be constructed with a minimum of 10" \times 4" \times eel tubing with $\frac{1}{2}$ " \times 3" wear strip.	YES		
Cylin	nders:			
Shall strok	be a single stage cylinder, 6 1/4" bore x 80" e.	YES		
Cont	rols:			
•	Shall be equipped with interior and exterior controls and a three-section spool valve. have pneumatic inside controls mounted in ole along with PTO and safety equipment.	YES		
1			L	

APPENDIX A

COMPLY NO COMMENTS/EXCEPTIONS Sheaves: YES 1. All sheaves shall be interchangeable. 2. Sheaves shall be constructed of 11" YES diameter cast steel with aluminum/bronze bushing and a 2 1/2" pin. PTO: YES Shall be air shift type, direct mounted, driven off engine crankshaft. Hydraulic System: 1. Pump shall be a single stage Commercial P-51, or approved equal, steel constructed, YES driven off the engine crankshaft, capable of 28 GPM at 1200 RPM. (Aluminum housing or components not acceptable). Pump not to protrude past front of cab. System shall be capable of operating at 2. YES 1200 RPM. Maximum operating pressure shall be 2,500 p.s.i. incorporate 3. Hvdraulic system shall YES adjustable relief valves to protect all components. 4. All hydraulic tubes shall be securely YES clamped to prevent vibration, abrasion, and excessive noise. All hydraulic lines running the length of the 5. body shall be protected from the tree limbs YES with a tube recessed in the body roof. Exposed hoses, line, or tubes running over the body structure shall not be acceptable. All hydraulic hoses shall conform to S.A.E. YES 6. standards for designed pressure. 7. Bends shall not be less than recommended YES by S.A.E standards. YES Flat spots in hoses shall not be acceptable. 8. All high-pressure hoses shall be sheathed YES with fabric protective covering.

APPENDIX A

10. The return line filter shall also include an incab filter by-pass monitor, which shall alert the operator or service personnel when the filter is in need of replacement. 11. A hydraulic pump shutdown system shall also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. 12. All multi-spool control valves shall be a section design such that servicing would not require replacement of the entire valve assembly. 13. All hydraulic schematics shall be provided per built unit. 14. Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Long Beach in-service date. Hydraulic Reservoir: 1. Hydraulic reservoir shall be a minimum of 45 gallons. 2. Shall have a shut-off valve on the suction side. 3. A high-pressure filter shall be installed on the discharge side of the pump. 4. Hydraulic oll cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with temperature indicator built into sight glass.	UNITS	1307 AND 1308	COMPL' YES	Y NO	COMMENTS/EXCEPTIONS
11. A hydraulic pump shutdown system shall also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. 12. All multi-spool control valves shall be a section design such that servicing would not require replacement of the entire valve assembly. 13. All hydraulic schematics shall be provided per built unit. 14. Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Long Beach in-service date. Hydraulic Reservoir: 1. Hydraulic reservoir shall be a minimum of 45 gallons. 2. Shall have a shut-off valve on the suction side. 3. A high-pressure filter shall be installed on the discharge side of the pump. 4. Hydraulic oil cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	10.	cab filter by-pass monitor, which shall alert the operator or service personnel when the	YES		
12. All multi-spool control valves shall be a section design such that servicing would not require replacement of the entire valve assembly. 13. All hydraulic schematics shall be provided per built unit. 14. Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Long Beach in-service date. Hydraulic Reservoir: 1. Hydraulic reservoir shall be a minimum of 45 gallons. 2. Shall have a shut-off valve on the suction side. 3. A high-pressure filter shall be installed on the discharge side of the pump. 4. Hydraulic oil cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	11.	A hydraulic pump shutdown system shall also be included which shall prohibit prolonged operation of the hydraulics when	YES		
13. All hydraulic schematics shall be provided per built unit. 14. Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Long Beach in-service date. Hydraulic Reservoir: 1. Hydraulic reservoir shall be a minimum of 45 gallons. 2. Shall have a shut-off valve on the suction side. 3. A high-pressure filter shall be installed on the discharge side of the pump. 4. Hydraulic oil cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	12.	All multi-spool control valves shall be a section design such that servicing would not require replacement of the entire valve	YES		
14. Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Long Beach in-service date. Hydraulic Reservoir: 1. Hydraulic reservoir shall be a minimum of 45 gallons. 2. Shall have a shut-off valve on the suction side. 3. A high-pressure filter shall be installed on the discharge side of the pump. 4. Hydraulic oil cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	13.	All hydraulic schematics shall be provided	YES		
 Hydraulic reservoir shall be a minimum of 45 gallons. Shall have a shut-off valve on the suction side. A high-pressure filter shall be installed on the discharge side of the pump. Hydraulic oil cooler shall be installed in the system. Total system capacity shall be approximately 65 gallons. A 25-micron filter shall be in the return line. System shall have a 100-micron mesh suction strainer with magnet. Shall have drain at bottom of tank. Tank to have protected sight glass with 	14.	Hydraulic pump shall be warranted by manufacturer for a minimum of two years	YES		
gallons. 2. Shall have a shut-off valve on the suction side. 3. A high-pressure filter shall be installed on the discharge side of the pump. 4. Hydraulic oil cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	Hydr	aulic Reservoir:			
 Shall have a shut-off valve on the suction side. A high-pressure filter shall be installed on the discharge side of the pump. Hydraulic oil cooler shall be installed in the system. Total system capacity shall be approximately 65 gallons. A 25-micron filter shall be in the return line. System shall have a 100-micron mesh suction strainer with magnet. Shall have drain at bottom of tank. Tank to have protected sight glass with 	1.	Hydraulic reservoir shall be a minimum of 45	YES		
 A high-pressure filter shall be installed on the discharge side of the pump. Hydraulic oil cooler shall be installed in the system. Total system capacity shall be approximately 65 gallons. A 25-micron filter shall be in the return line. System shall have a 100-micron mesh suction strainer with magnet. Shall have drain at bottom of tank. Tank to have protected sight glass with 	2.	Shall have a shut-off valve on the suction	YES		
 4. Hydraulic oil cooler shall be installed in the system. 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with 	3.	A high-pressure filter shall be installed on	YES		
 5. Total system capacity shall be approximately 65 gallons. 6. A 25-micron filter shall be in the return line. 7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with 	4.	Hydraulic oil cooler shall be installed in the	YES		
7. System shall have a 100-micron mesh suction strainer with magnet. 8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	5.	Total system capacity shall be	YES		
8. Shall have drain at bottom of tank. 9. Tank to have protected sight glass with	1		YES		
	8.	Shall have drain at bottom of tank.	YES		
	9.		YES		

APPENDIX A

COMPLY YES NO

COMMENTS/EXCEPTIONS

Roll off components: (shall be)		
	-	
Rear Hinge:		
1. Extra heavy-duty 2 ½ X 40 ¾ inch solid steel shaft.	YES	
2. 8 inch bushing each side (total bushing area shall be 16 inches.)	YES	
Dump Angle:		
 47 to 52 degrees. Final dump angle depends on chassis 	YES YES	
layout- (wheel base and frame layout).		
Cable:		
7/8-inch X 80 inches with shoe style steel casting.	YES	
Front stops:		
1-inch steel plate fully welded in the main rails.	YES	
Container Locks:		
Front: automatic gravity pin type on each side.	YES	
2. Rear; nylon strap with hook and ratchet each side.	YES	
3. Both need to meet DOT and ANSI standards.	YES	
Rollers:		
 Rear 8-inch X 21 inches replaceable. Side: 3 ¾ inch with aluminum- bronze bushings, grease able, 2 easy replacement ping (5 per side). 	YES YES	
pins (5 per side).		

APPENDIX A

COMPLY
YES NO COMMENTS/EXCEPTIONS

Rear Chassis Components: (shall be)	
Rear Bumper:	
 4-inch X 6-inch X ½ inch tubing. Drilled to accommodate rear lights. 	YES YES
Fenders:	
Steel tread plate: two piece, interchangeable, shock mounted.	YES
ICC Bumper:	
Automatic Fold up.	YES
Hydraulic Control valves:	
Shall be electric over hydraulic. Shall be Commercial InterTech VA-20 or approved equal.	
3. Three section spool valve.	YES
Electrical:	
All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom.	YES
2. All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected	YES
3. All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture.	YES
All electrical schematics shall be provided as per built unit.	YES
Weight scale:	
Shall be equipped with a SI 100 weight scale to monitor load carrying capacity.	YES

APPENDIX A

COMPLY YES NO

COMMENTS/EXCEPTIONS

LIGH	TING:			
1.	Body Lighting: All cab and body lighting shall be LED type rubber flush mounted type. Rear stop and directional lights shall be mounted in rear bumper with appropriate bracketry and protection. Backup, tail and stoplights shall be rubber flush mount type. Clearance lights shall be rubber flush mount. Vehicle shall be equipped with a mid-body turn signal and front and rear identification lights, if required. All wiring shall be number coded, waterproof, mechanically protected and concealed in channel and/or sealed in conduit. Any time a wire passes through metal, the hole shall	YES		
	have a rubber grommet.			
2.	Reflectors: All reflectors shall be 3" minimum diameter with an aluminum or			
3.	plastic base. <u>License Plate:</u> There shall be provision for mounting the license plate, properly illuminated.	YES		
4.	Mudguards: Shall be provided and installed, to comply with law, and prevent water, mud, and debris from getting on batteries, fuel tank, cab, or rear body steps. Mudguards, properly braced, shall be installed forward of the rear axle and at front	YES	A. A	
5.	axle, as applicable. Work lights: Work lights shall be 2 installed per truck on roll off body that illuminate both the hopper and arm areas.			
6.	Rear Hazard Lights: Two (2) amber hazard lights shall be mounted at the upper rear portion of body.	YES		
7.	Strips: Right and left sides of body, for community interest signs. To be determined at time of bid award.	YES		
		.1	I	

APPENDIX A

UNITS	3 1307 AND 1308	COMP YES	LY NO	COMMENTS/EXCEPTIONS
Paint	:			
1.	Cab: The cab excluding wheels, frame, and any bright metal or chromed accessories, shall be painted standard manufacturers white. All surfaces to receive at least a four mil. thickness coating of No. 817, or approved equal, per requirements of the South Coast Air Quality Management District of California. Dupont Corlar 5,000-epoxy primer, or approved equal, shall be used under all polyurethane enamel topcoats.	YES		
3.	Body: The body excluding any bright metal or chromed accessories shall be painted blue. All surfaces to receive at least a four mil. thickness coating of Sikkens, Royal Blue FLMA, No. 5230, or approved equal, per requirements of the South Coast Air Quality Management District of California. Sikkens primer, or approved equal, shall be used under all topcoats. Frame: The frame shall be painted with Sikkens, or approved equal, gloss black acrylic enamel with hardener.	YES YES	en legislation and the state of	
The shall of For and Safe Prote disch	vehicle purchased, at time of manufacture, meet all applicable sections of the U.S. code ederal Regulations (CFR), including Design Vehicle Certification, Federal Motor Vehicle ty Standards (FMVSS), U.S. environmental ection Agency (EPA) exhaust emission earge regulations applicable to the design and ufacture of this size and type Heavy motive Vehicle.	YES		
shall of the limite	vehicle purchased, at time of manufacture, also meet all applicable laws and regulations e State of California. This shall include, but not ed to, the California code of Regulations R), Title 13, Motor Carrier Safety Regulations,	YES	ļ	

APPENDIX A

COMPLY YES NO

COMMENTS/EXCEPTIONS

Cauth	our California Air Ouglity Management	<u> </u>	<u> </u>	
Distric	ern California Air Quality Management of California Vehicle code and the California esources Board (CARB).	YES		
Vehic	le Welding:			
constr materi shall Standa	relding procedures used throughout the ruction of the entire vehicle, including ials, qualifications and training of personnel, be within all applicable Guidelines and ards of both the American Society for le Welding: (continued)	YES		
Weldir shall r alumir surfac free of shall b on the Specif	ig and Materials (ASTM) and the American ing Society (AWS). Structural welding of steel meet AWS D1.1-83 and structural welding of num shall meet AWS D 1.2-83. Contact less of all welded materials shall be clean, and f grease, paint, rust and scale. Rough edges be ground to a smooth finish after all welding e vehicle. A copy of the manufacturer's "Mill fication Report" shall be provided with bid age. No Exceptions		NAMES OF THE PARTY AND THE PAR	
Warra	anty:			
1.	Manufacturer shall identify a single point warranty repair facility approved by the City of Long Beach within a 50-mile radius of Long Beach City Hall. Such single point warranty facility shall be capable of handling all warranties on equipment including chassis, roll off body, engine, transmission	VE0	And the state of t	Velocity Truck Center Carson, Ca.
2.	and all related components. The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 3 years from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.		NO.	Refer to Autocar, LLC Limited Warranty Statement for Warranty Coverages & Exclusions. Included with Bid: Cummins L9N Engine - 5 Yr./150,000 Mile Extended Engine Coverage. Allison - 5 Yr./Unlimited Miles Extended Transmission Coverage.

APPENDIX A

COMPLY
YES NO COMMENTS/EXCEPTIONS

 4. 5. 7. 8. 9. 	Beach places the unit in service. 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. Hydraulic cylinders shall have a 5-year conditional warranty	YES YES YES	NO.	7. Autocar Frame Warranty = 5 Yrs.
1. 2. 3. 4.	The contractor shall be required to provide service within one (1) working day after notification by telephone. If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. 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. The vehicle manufacturer shall furnish all warranty documentation to the City. 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.	YES YES		

APPENDIX A

COMPLY

	YES NO	COMMENTS/EXCEPTIONS
Plans and Engineering Conference: Within 30 days after the contract has been awarded, the manufacturer shall participate in an engineering meeting at which time the entire specification for the equipment shall be reviewed by both the manufacturer and the City of Long Beach Fleet personnel so both parties fully understand how the equipment shall be made. This meeting shall be held at a mutually agreed upon time at the City of Long Beach Fleet Services Yard located at 2600 Temple Ave., Long Beach, California 90806. All expenses shall be absorbed by the contractor including Food, lodging, and travel for the contractor or manufacturer representative.	YES	
Inspection Trips: Prior to painting, the City of Long Beach shall send 3 inspectors to the manufacturer's plant for a final pre-delivery inspection to verify that the PRE-PAINT INSPECTION: automated roll off truck has been manufactured and is in compliance with the City of Long Beach's specifications. All expenses shall be paid for by the manufacturer including food, lodging and travel.	YES	
 Contractor shall furnish a certified weight slip with each completed vehicle. Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of bid award. Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment. Successful bidder must supply the City of Long Beach with a certified weight distribution analysis that verifies the legal payload of vehicle is in compliance with the California bridge law. 	YES YES	

APPENDIX A

COMPLY

YES NO COMMENTS/EXCEPTIONS

5. Contractor shall furnish all paperwork necessary for DMV registration at time of delivery. (no exceptions).	YES	
Training:		
Successful bidder shall be required to train operators one full day and to train mechanics in preventative maintenance and specialized repair of equipment one full day.	YES	
Specialty Tools and Repair Manuals:		
Successful bidder shall supply any specialty tools,		
computer software, service manuals, parts manuals, bumper to bumper color coded air, electrical, and hydraulic schematics as per build, with first truck delivered.	YES	
Liquidated Damages: The first unit shall be delivered within 180 days of the issuance of the purchase order. If these conditions are not met there will be a \$100 a day penalty per unit charged to the successful bidder. Upon delivery of the first unit all others will follow at a rate of (1) one unit per week until order is complete.	YES	180 to 210 Days ARO

APPENDIX A

BID SECTION

\$ Input Price Electronically

COST FOR VEHICLE

\$ Input Price Electronically

COST FOR FUEL CONVERSION

\$ Input Price Electronically

TIRE TAX

\$ Input Price Electronically

DELIVERY

\$ Input Price Electronically

\$ Input Price Electronically

\$ Input Price Electronically

\$ Input Price Electronically

TOTAL PURCHASE PRICE \$ Input Price Electronically

TOTAL COST PER VEHICLE

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 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.

Business/Contractor/Agency		
Ron Creighton	Fleet & Munipical Sales	
Name of Authorized Representative	Title of Authorized Representative	
Ron Gung Ll	October 20, 2020	
Signature of Authorized Representative	Date	r20141001

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

- 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.
- The City of Long Beach checks the <u>System for Award Management</u> at <u>www.sam.gov</u> to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants 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 anytime, 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 562-570-6200

Rev 12.11.13

City of Long Beach Purchasing Division 333 W Ocean Blvd/7th Floor Long Beach CA 90802

ATTACHMENT B

Reference Information Form

Client/Contractor Name City of Pasadena	a		
Project Manager/Contact Name Thanos G	Sauthier F-mail	tgauthier@cityof	Ph. No. <u>(626) 744-647</u> 2
Address100 N. Garfield Ave., Room S-	-349, Pasadena, Ca. 91109	pasadena.net	
Project Description Heavy Duty CNG Ro	oll-off		
Project Dates (Start and End) May 2020 - Nov 2020	Contract Term(s)	Net 30 Contract	Amount \$262,666.40
Client/Contractor Name City of Beverly H	ills		
Project Manager/Contact Name Craig Crov		ccrowder@beverlyhills.	org Ph. No. (310) 285-2484
Address 345 Foothill Blvd. Beverly Hills, CA.			
Project Description CNG Fueled Solid Was	te Collection Vehicle		
Project Dates (Start and End) May 2020 to Dec 2020	Contract Term(s) Net	30 Contract	Amount \$758,648.82
Client/Contractor NameCity of Claremont			
Project Manager/Contact Name Steve Kelle	<u>er</u> E-mail	skeller@ci.claremont.c	a.usPh. No. (909) 399-5313
Address 1616 Monte Vista Avenue Claremo	nt, CA. 91711-2913		
Project Description CNG Roll-off			
Project Dates (Start and End) <u>Jan 2020 - Oc</u>	ct 202@contract Term(s) N	et 30 Contract	Amount \$259,953.95
Client/Contractor NameCity of Culver City	у		
Project Manager/Contact Name Scott Newt		scott.newton@ culvercity.org	Ph. No. <u>(310) 253-65</u> 3
Address 4343 Duquesne Avenue Culver City			
Project Description Autocar 3 & 4 Axle CN	IG Front End Loader Refuse	Trucks	
Project Dates (Start and End) April 2018 - E	ec 2018ontract Term(s) Ne	t 30 Contract	Amount \$3,009,156.64
Client/Contractor Name			
Project Manager/Contact Name	E-mai	I	Ph. No
Address			
Project Description			
Project Dates (Start and End)	Contract Term(s)	Contract	Amount

Attachment C

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]

Free W-9 (Roy, August 2013) Depertment of the Invasory Interest Researce Service

Request for Taxpayer Identification Number and Certification

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

	Los Angeles Truck Centers, LLC dba Velocity	Truck Centers					
e vi	Business pamelylistogardid entity name, if different from above						
			f xemplicats (constructions)				
2 6	Budsudtud/sodu paupandta C Corporation S Corporation	festato	Exempl (कार्रका कार्यव ही व्यार्थ)				
Print or type Specific instructions on page	[X] Emilied balddy company. Enter the tax classification (C. C corporation, S-		Exampless from FATCA reporting code (if any)				
F 3	Other Com nettrections)						
_ 5	Address (nonlies, about, and apt. or acido no.) 2429 S. Peck Road	Floque	salex's ssame e	ard ishbers (optional)			
S,	City, state, and 24° codu Whittier, CA. 90601						
	। est कलालको समयाधिक (५) ोक्का (व्यवस्थान)						
D ₂	Taxpayer Identification Number (TIN)						
Enter to av resid entit TIN	r your TIN in the appropriate box. The TIN provided must match the nam yold backup withholding. For individuals, this is your social security numb lent allen, acts proprietor, or disregarded entity, see the Part I instruction; les, it is your employer identification number (EIN), if you do not have a ni on page 3.	er (SSN). However, for a son page 3. For other amber, see <i>How to get a</i>		curity number			
	e. If the account is in more than one name, see the chart on page 4 for gui ber to enter.	idelines on whose	Employer				
	rt II Certification or penalties of penury, I certify that:						
1 T	he number shown on this form is my correct tarpayer identification numb						
9	arn not subject to backup withholding because, (a) I am exempt from bac service (IRS) that I am subject to backup withholding as a result of a failur to longer subject to backup withholding, and	ikup withholding, or (b) I hav a to report all interest or divi	re not been i idends, or (c	notified by the Internal Revenue) the IRS has notified me that I am			
	am a U.S. citizen or other U.S. person (defined below), and						
4 T	ne FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting is o	orract	and the second s			
beca inter gene	lification instructions. You must cross out item 2 above if you have been suse you have tailed to report all interest and dividends on your tax return rest pold, acquisition or abandonnent of secured property, cancellation of erally, payments other than interest and dividends, you are not required to	i. For real estate transaction f debt, contributions to an ir	s, nem 2 do ndividual ret	es not apply. For morrgage frement arrangement (IRA), and			
Sig	ructions on page 3.	0.00					
Hei		Date +	Octob	er 20, 2020			
Ge	neral Instructions			if effectively connected income, and this form (if any) indicating that year are			
	ion references are to the internal Revenue Code unless otherwise noted	exempt from the FATCA report	farejt, its confros	4.			
about	ne developments. The BBS has created a page in BBS year for automatics of cam Vr-B, at versy as govivid Information about any little developments days Fram W D (such as Egislation consisted after wo release if) will be prested	Note, if you are a U.S. person W.9 to request your 184, you similar to this Form W.9.	rand a request nucl use the	der pases you a form offset flam Form requester's form if it is substantially			

on that page.

Purpose of Form

A pisson who is required to his an information return with the lit's must obtain year correct taxpages be-indication number (IN) to report, for example, assume paid to you, permissib mode in tyra in middlement of payment card and little lip only potential franciscitions, not estate transactions, mortigage internet you paid, acquestion or advantagement of estates privately, cancellation of deat, or combinations, your first to on FIA.

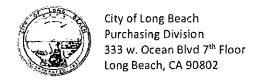
Use Form W 9 only if year are a U.S. person (molading a resident when), for personly year correct. ITM to the person requesting if (the respection) and, when applicable, to.

- Certify Baltitle: TIN you are giving to correct (or you are writing for a namble to be issued);
- 2. Certify that you are not subject to backup withholding, or
- 3. Clari) exemption from backup withholderji il you an a 11 S. oceany payce. Il applicable, you am abo certifyinj float as 21 S. person, your alto able doute of any parlice-ship instance from a U.S. bade or bisenesse is not subject to the

Definition of a U.S. person. For federal bix purposes, you are considered a U.S. peccon if you are:

- · An individual who is a U.S. cibzen or U.S. resident alien,
- A partnessing, cooperation, coropsely, or association constell or organized in the United States or under the least of the United States.
- · An estate (other than a knorge estate), or
- A diamestic trust (as defined in Flagulations section 301,7791. A.

• A diamentic trial (ex. defined in Regulations auxilian 301.7791.7). Special rules for partnerships, Partnerships that constitute at tide or business in Be traded States are generally request to pay a wildfaciliar plan rules section. 1446 on any foreign partners, state of effectively connected baselies mount from such because. Further, in contain season where a Form W. 9 has not been recoved, the rules under section 1146 require a partnership to presume that a partner is a longing process, and pay the section 1446 withfaciliary law. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the finded States, pursals. In our W.9 to the partnership to establish your U.S. states and avoid section 1446 withfaciliary partnership to establish your U.S. states.

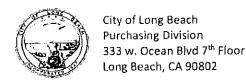


ATTACHMENT E

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,
 - 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.
 - o 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 much 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 of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- 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:	Ron Creighton	Title:	Fleet & Municipal Sales
Signature:	Ron Gung Ll	Date:	October 20, 2020

Attachment E

EQUAL BENEFITS ORDINANCE DISCLOSURE

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 f 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, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Ron Creighton	Title: Fleet & Municipal Sales
Signature: Ron Gung Ll	Date: October 20, 2020
Business Entity Name: Los Angeles Truck Centers, LI	LC dba Velocity Truck Centers

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Address:_	os Angeles Truck Centers, LLC 2429 S. Peck Road	Federal Tax ID No.
City: Wh	erson: Ron Creighton	State: CA. ZIP: 90601 Telephone:
Email: rcre	eighton@vvgtruck.com	Fax: (562) 447-1544
Section 2.	COMPLIANCE QUESTIONS	
A.	The EBO is inapplicable to this Cono employees. Yes X	ontract because the Contractor/Vendor has
B.	Does your company provide (or m	nake available at the employees' expense)
	any employee benefits? X Ye	esNo
		If "no," proceed to section 5, as the EBO
C.	does not apply to you.)	nake available at the employees' expense)
O.	any benefits to the spouse of an e	
	X Yes No	
D.		nake available at the employees' expense)
	any benefits to the domestic partr	
	x Yes No (IT you ans	wered "no" to both questions C and D, is not applicable to this contract. If you
		C and D, please continue to Question E. II
	you answered "yes" to Question (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
	X YesNo	he domestic partner of an employee?
		you are in compliance with the EBO. If "no,

Section 3. PROVISIONAL COMPLIANCE

Α.	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
City to proyour plan	f issuance of purchase order or contract award, you may be required by the ovide documentation (copy of employee handbook, eligibility statement from s, insurance provider statement, etc.) to verify that you do not discriminate in sion of benefits.
Section 5	. <u>CERTIFICATION</u>
foregoing By signin Equal Be	under penalty of perjury under the laws of the State of California that the is true and correct and that I am authorized to bind this entity contractually, g this certification, I further agree to comply with all additional obligations of the nefits Ordinance that are set forth in the Long Beach Municipal Code and in sof the contract of purchase order with the City.
Executed	this 20th day of October , 20 20, at Whittier , CA.
Name_R	on Creighton Signature Ron Gung Ll
Title_Flee	et & Municipal Sales Federal Tax ID No.

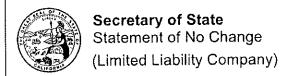
ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

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

Business Scarch - Business Enthies - Posiness	
https://tunnesssearch.exa.ca.gov/	ρ <u>.</u>
Business Search - Business E 🗴 🎉	
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Skip to Main Content Skip to Footer	
	Recretary of State Secretary of State Attractions Elections Campaign & Lobbying State Archives Registries News Contact O Business Search
Chline Services	
E-File Statements of Information for Corporations	This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note. This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to Name Availability.
Business Search	To conduct a search
Processing Times	Select the applicable search type
Disclosure Search	• In the "Search Criteria" box, enter the entity name or number you wish to search. Note If entering the entity number of a corporation,
Service Options	the number must begin with the letter C Select the search filter you wish to use to locate the entity if searching for an entity name.
Name Availability	 Select the Search button For help with searching an entity name or number refer to <u>Search Tips</u>
Forms, Samples & Fees	
Statements of Information (annual/biennial reports)	All fields marked with an asterisk (*) are required.
Filing Tips	Search Type *
Information Requests (certificates, copies	O Search by Corporation Name O Search by LP/LLC Name O Search by Entity Number
& status reports)	Search Criteria ' Search Filter Keyword 🗸
Service of Process	Search
FACs	

Please include a printout from this website with your bid. *Individual and Sole Proprietor businesses are exempt.*



LLC-12NC

20-C58846

FILED

In the office of the Secretary of State of the State of California

JUN 29, 2020

IMPORTANT — Read instructions before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee - \$20.00

Copy Fee - \$1.00;

Certification Fee - \$5.00 plus copy fee

This Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, see instructions.)

LOS ANGELES TRUCK CENTERS, LLC

2.	12-Digit Secretary of State File Number	3.	State, Foreign Country or Place of Organization (only if formed outside of California)
	199816810026		CALIFORNIA

4. No Change Statement (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

i. The information	on contained herein is true and correct.			
06/29/2020	Myreen D Reyes	Staff Accountant		
Date	Type or Print Name of Person Completing the Form	Title	Signature	

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. (SEE INSTRUCTIONS BEFORE COMPLETING.)

`		
Name:	Γ	٦
Company:		
Address:		
City/State/Zip:	L	-



State of California Secretary of State

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STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME
LOS ANGELES TRUCK CENTERS, LLC
2429 S. PECK RD
WHITTIER, CA 90601

FILED Secretary of State State of California JUN 2 7 2014

		This Space For	Filing Use Only
File Number and State or Place of Organization			
2. SECRETARY OF STATE FILE NUMBER 199816810026	3. STATE OR PLACE OF ORGANIZAT	FION (If formed outside	of California)
No Change Statement			
4. If there have been any changes to the information contained in the State, or no statement of information has been previously filed, the state of the information contained in the state of the information contained in the state of the sta	his form must be completed in its	entirety.	
State, check the box and proceed to Item 15.			
Complete Addresses for the Following (Do not abbreviate the name of			
5. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
2429 S. PECK RD	WHITTIER	CA	90601
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
2429 S. PECK RD	WHITTIER	CA	90601
7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
2429 S. PECK RD	WHITTIER	CA	90601
	<u>~</u>		
Name and Complete Address of the Chief Executive Officer, If Ar	у		_
8. NAME ADDRESS	CITY	STATE	ZIP CODE
Name and Complete Address of Any Manager or Managers, of Address of Each Member (Attach additional pages, if necessary.)	r if None Have Веел Appointed	or Elected, Pro	vide the Name and
9. NAME ADDRESS BRADLEY C. FAUVRE 2429 S. PECK RD	CITY WHITTIER	STATE	ZIP CODE 90601
10. NAME ADDRESS JAMES A. BARKER 2429 S. PECK RD	CITY WHITTIER	STATE	ZIP CODE 90601
11. NAME ADDRESS	CITY	STATE	ZIP CODE
Agent for Service of Process If the agent is an individual, the agent mu P.O. Box is not acceptable. If the agent is a corporation, the agent must have Corporations Code section 1505 and Item 13 must be left blank.	st reside in California and Item 13 mus ve on file with the California Secretary	st be completed with of State a certificat	a California address, a e pursuant to California
12. NAME OF AGENT FOR SERVICE OF PROCESS BRYAN KOBUS	•		
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, II 2429 S. PECK RD	FAN INDIVIDUAL CITY WHITTIER	STATE CA	ZIP CODE 90601
Type of Business			
14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY TRUCK DEALERSHIP/PARTS & SERVICE			
15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS OCT 15 OTHER TYPE OR PRINT NAME OF PERSON COMPLETING	Controller	<u>Clark</u>	ligty
			ECRETARY OF STATE



Filiag Fee 144

STATE OF CALIFORNIA ACTING SECRETARY OF STATE TONY MILLER

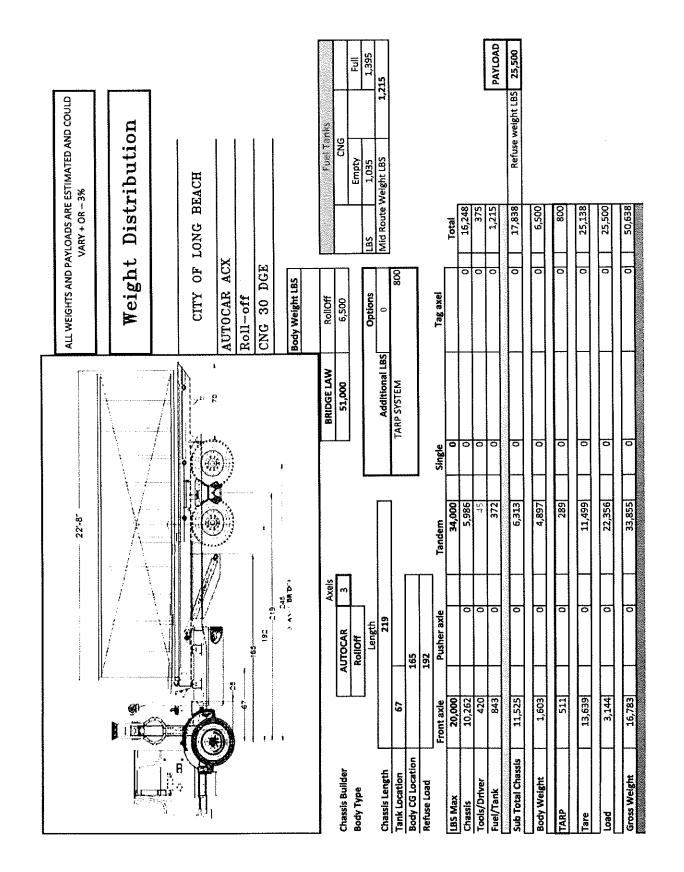
LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

IMPORTANT - Read instructions before completing the form.

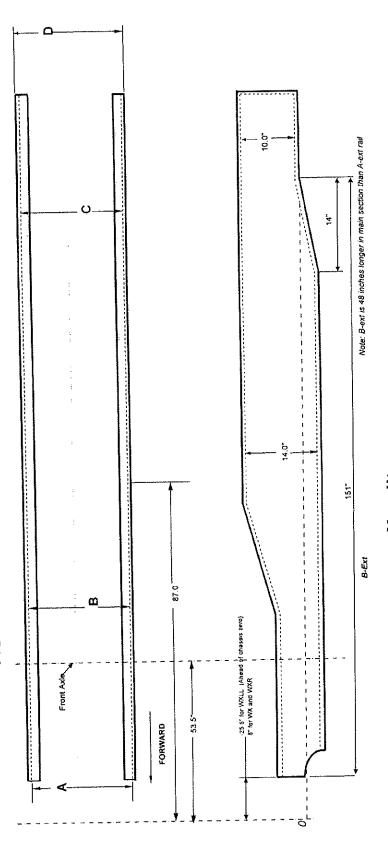
This document is presented for filing pursuant to Section 17050 of the California Corporations Code.

1. Limited liability company name: Los	Angeles Truck Centers, LLC
	ods between the letters in "LLC", "Limited" and "Company" may be abbreviated to "Lid," and "Co.")
2. Latest date on which the limited liability compa December 31, 2050	ny is to dissolve:
 The purpose of the limited liability company is company may be organized under the Beverly-I 	to engage in any lawful act or activity for which a limited liability Cillea Limited Liability Company Act.
4. Enter the name of initial agent for service of pr	ocess and check the appropriate provision below:
James Barker	, which is
[X] an individual residing in Californi	a. Proceed to Item 5.
[] a corporation which has filed a Code. Skip Item 5 and proceed to	certificate pursuant to Section 1505 of the California Corporations of tem 6.
	individual, enter a business or residential street address in California:
Street address: One Maritime Plaza, S	
City: San Francisco,	State: CALIFORNIA Zip Code: 94111
6. The limited liability company will be managed to [X] one manager [X] more that	by: (check one) an one manager [] limited liability company members
7. If other matters are to be included in the article Number of pages attached, if any:	s of organization attach one or more separate pages.
8. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.	For Secretary of State Use 101998168026
	FILED In the office of the Secretary of State of the State of California
Signature of organizer	JUN 17 1998
W. Bruce Bercovich	R.B.
Type or print name of organizer	Walter July
Date: <u>June 5, 1998</u> , 19	BILL JONES, Secretary of State

08/11/14



FRAME WIDTHS FOR ALL MODELS



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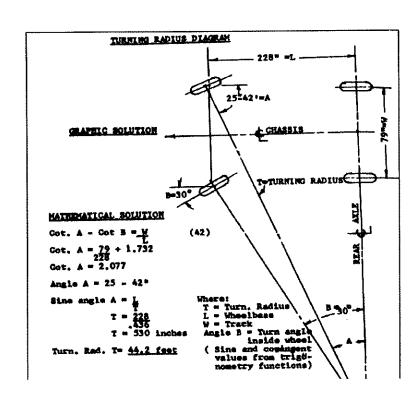
NOTES: (1) Divide by 2 for weight per foot of frame for each individual rall (rear section) Yield strength of steet rails is 120,000 psi minimum

Turn Radius Calculation

AUTOCAR ACX W/ 50 Degree

24-Jun-04

Enter the known values				
Tires= 315700R22.5	Width	12.15		
Wheels= 22.5 x 8.00	Inset	4.15		
Axle= Meritor 20K	drum-drum	(4)(4)(4)		
Track = 87.84 incl	nes			
Max Turn Angle = 50.00 deg	rees = 0.8726	radians		
Wheelbase = 219.00 inc		1		
Minimum Turning Radius =	30.74 Feet	9.36906 Meters		
 Curb - Curb Turn Diameter=	62.52 Feet	19.05562 Meters		

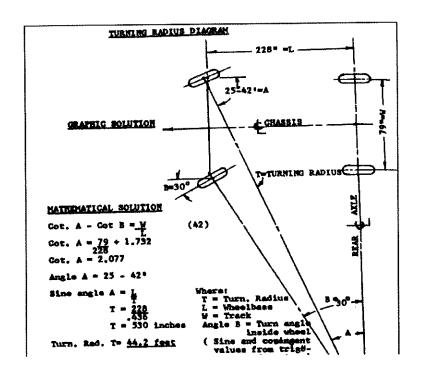


Turn Radius Calculation

24-Jun-04

Other Manufactuers with 45 Degree

Tires= 315/90R22.5	Width 125
Wheels= 22.5 x 9.00	Inset 3.12
Axle= Meritor 20K	drum-drum 94.08
Track = 87.84 i	3
Max Turn Angle = 45.00	degrees = 0.7854 radians
Wheelbase = 219.00 i	inches
Minimum Turning Radius =	33.17 Feet 10.11085 Mete
Minimum Turning Radius =	33.17 Feet 10.11085 Mete





Autocar, LLC

LIMITED WARRANTY CERTIFICATE – U.S. AND CANADA

Xpeditor Chassis - Effective January 1, 2015

THIS DOCUMENT CONSISTS OF TWO PAGES. PLEASE READ THE IMPORTANT PROVISIONS ON BOTH PAGES OF THIS DOCUMENT.

Autocar, LLC (Autocar) warrants the chassis of each new Autocar Xpeditor chassis under original ownership and operated exclusively in the 50 states of the United States of America and in Canada and placed in service in or after 2015 (Autocar Chassis), specifically excluding the body and any other aftermarket components installed on the chassis, to be free from material defects in materials and workmanship upon the conditions, as limited and as otherwise set forth below and on the second page of this document (Limited Warranty).

1. Warranty Periods (subject to Limitations and Exclusions below and on Page 2)

- A. All warranty periods begin on the date and at the mileage/hours-in-service when the Autocar Chassis is placed in service.
- B. BASIC WARRANTY TERM: 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first.
- C. AXLE WARRANTY TERM: No less than 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first. Certain components may be warranted by the manufacturer for longer terms. Refer to the manufacturer's warranty documentation or contact the manufacturer or Autocar for additional information.
- D. FRAME, CROSS MEMBERS AND FRAME BRACKETS FOR ENGINE/SUSPENSION MOUNTING WARRANTY TERM: 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first.
- E. CAB STRUCTURE WARRANTY TERM: 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.
- F. CAB CORROSION AND PAINT WARRANTY TERM: 24 months, 200,000 miles/322,000 kilometers or 6,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.
- G. EMISSIONS WARRANTY TERM: Please see the Emission Control System Components Warranty Disclosure.

2. Autocar's Obligations and Discretion

- A. Autocar's obligations are limited to the repair or replacement, at its sole option, of parts or components of the Autocar Chassis which are determined by Autocar in its sole discretion to be defective. At Autocar's option, parts or components may be replaced with rebuilt parts or components. Replaced parts or components are the property of Autocar.
- B. Warranty repairs and replacements performed by an authorized Autocar distributor or authorized repair facility in accordance with the terms of this Limited Warranty are free of charge to the original owner of the Autocar Chassis.

3. Limitations

- A. This Limited Warranty is not extended for any time out of service for repairs.
- B. This Limited Warranty covers only defects which are brought to the attention of an authorized Autocar distributor or authorized repair facility promptly upon discovery.
- C. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY AUTOCAR FOR YOUR AUTOCAR CHASSIS. AUTOCAR ASSUMES NO OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH YOUR AUTOCAR CHASSIS OR YOUR VEHICLE. AUTOCAR DOES NOT AUTHORIZE YOUR SELLING DEALER, YOUR BODY MANUFACTURER OR ANY OTHER PERSON OR ENTITY TO ALTER, AMEND, EXPAND, EXTEND OR OTHERWISE CHANGE THIS LIMITED WARRANTY IN ANY MANNER.
- D. AUTOCAR IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES YOU MAY CLAIM AS A RESULT OF THE USE OF YOUR AUTOCAR CHASSIS, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, DOWNTIME EXPENSES AND ANY OTHER COMMERCIAL LOSSES.
- E. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO



IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH IMPLIED WARRANTIES ARE EXPLICITLY DISCLAIMED.

- F. Autocar reserves the right to make changes at any time in the design, materials and specifications of the Autocar Chassis and has no obligation to make similar changes or updates in Autocar Chassis manufactured previously.
- G. Autocar will not be responsible for warranty claims, product liability claims or the cost of recall actions resulting from improper alterations, modifications, conversions or installations performed by third parties engaged by the selling dealer or the original owner.
- 4. Exclusions (items NOT covered by this Limited Warranty)
 - A. ENGINE, TIRES, BATTERIES AND TRANSMISSION: The engine, tires, batteries and transmission are not covered by this Limited Warranty and are warranted by their respective manufacturers.
 - B. DAMAGE: Damage due to accidents, misuse, negligence, improper operation, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to promptly bring a defect to the attention of an authorized Autocar distributor or authorized repair facility immediately upon discovery and improper or insufficient required maintenance.
 - C. APPLICATION: Problems with configuration for the Autocar Chassis' application, including but not limited to incorrect axle or transmission gear ratios, failures caused by operation in excess of factory-rated load capacities or failures caused by use in a manner for which the Autocar Chassis was not intended. The selling dealer has responsibility for determining and documenting the correct use and application of the Autocar Chassis by the owner in the final order configuration. Autocar must have access to all data stored in all electronic control modules of the Autocar Chassis; denial of access may result in loss of warranty coverage.
 - D. ENVIRONMENTAL DAMAGE: Damage to parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been exposed to the elements or chemicals, including but not limited to road salts, industrial fall-out or improper cleaners, polishes or waxes.
 - E. GLASS: Glass breakage and scratches (unless proof of material defect is established to Autoear's reasonable satisfaction).
 - F. SEVERE SERVICE: Failure due to severe service of suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings.
 - G. ALTERATIONS: Any Autocar Chassis repaired, maintained or altered in any manner inconsistent with Autocar service policies and procedures or by a third party other than an authorized Autocar distributor or authorized repair facility.
 - H. INSTALLED BODY AND OTHER EQUIPMENT: Failure, damage or defects caused by, and repairs and replacements necessitated by, improper conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers, including without limitation modification of the Autocar Chassis, or modification or removal of a component, in violation of Federal Motor Vehicle Safety Standards, the Incomplete Vehicle Document provided with the Autocar Chassis or the Body Builder's Installation Manual or comparable document issued by Autocar and applicable to the vehicle.
 - WEAR AND TEAR AND ROUTINE MAINTENANCE: Routine maintenance, including but not limited to replacement of oil
 filters, adjustments of the engine, injection pump, transmission, brakes and linkages, and all related adjustments, diagnoses and tests.
 Parts normally consumed or worn out during a vehicle's normal service life and customarily replaced during routine maintenance,
 including but not limited to bulbs, brake and clutch linings, bushings, belts and wiper blades are not covered after the first 30 days of
 the term of this Limited Warranty.
 - I. ALIGNMENT: Alignment of axles and balancing of tires, including but not limited to changing of axle camber, easter, toe and thrust angle settings.
 - K. NON-GENUINE PARTS: Any Autocar Chassis repaired by use of parts, accessories, assemblies and exchange units which are not genuine Autocar replacement parts.
 - L. CAB STRUCTURE, CORROSION AND PAINT: Structural defects, corrosion or paint damage that occur in areas of the cab and panels that have been previously damaged, repaired, altered or modified are not covered. Corrosion coverage is limited to metal perforation and holes; surface corrosion is not covered. Ordinary wear and tear of paint, including chips and fade, is not covered. Damage caused by environmental factors, chemicals or failure to clean and maintain the cab is not covered.
 - M. ALTERED ODOMETER READING: Any Autocar Chassis on which the odometer has been disconnected or the mileage reading has been altered.
 - N. CERTAIN LABOR: Premium for overtime labor and shift differential and additional labor for an otherwise warrantable repair due to conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers.
 - O. MISCELLANEOUS EXPENSE: Road service, towing, rental expenses, meals, lodging, telephone calls, travel time, loss of cargo, downtime, shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by parties other than an authorized Autocar distributor or authorized repair facility.
 - P. ADDITIONAL COMPONENTS: Accessories, components or parts that are not installed by Autocar or an authorized Autocar distributor or authorized repair facility.

Coverage is subject to the limitations, exclusions and other terms in the vehicle's Limited Warranty Certificate.

- (A) Maintenance items not covered by warranty.
- (B) May be claimed during the first 30 days of customer use.
- (C) Only if installed by Autocar.
- (D) Consumable parts not covered by warranty.
- (E) See Limited Warranty Certificate for cab structure, corrosion and paint coverage and exclusions.

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
Service ar	nd Maintenance					. 1
161	Greasing	х				
162	Oil and Fluids	х				
171	Pre-Delivery Inspection	Before Delivery to Customer				
177	Maintenance Service	х				
200	Engine	Contact Manufacturer for Warranty Coverage				
233	Fuel Filter	x				
233	Fuel Heater		х		-	

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
234	Fuel Tank Connections		x			
235	Fuel Lines		X			
	Fan Blade		x			
	Fan Belt	X (B)				
263	Fan Hub		X			
	Fan Clutch	X (A)	***************************************			
	Fan Shroud	- marine	X			
264	Radiator		х			
	Radiator Mounts	X (B)				
	Radiator Hoses	X				
	Heater Hoses	X (B)	1			4
265	Intercooler		x			
	Intercooler Piping		X			
271	Accelerator Pedal		Х			

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
311	Batteries and Cables		X			
313	Battery Box		x			
321	Alternator		X (C)			
322	Regulator	NA	NA	NA	NA	NA
331	Starter Motor		X			
351	Bulbs	X (B)				
352	Headlights	X (B)				
355	Lens, Seals, Gaskets	X (B)				
361	Turn Signals	X (B)				
362	Horn		Х			
363	Wiper Blades	x				
303	Wiper Motor, Linkage		X			
364	Relays & Contacts		X			
369	Fan, Electrical		Х			
371	Cab Wiring Harness		Х			
381	Instrument Cluster		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group							
		Maintenance	1 Year	2 Years	3 Years	5 Years	
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service	
382	Instrument & Sending Units		х				
383	Speedometer, Tachograph, Hubometer		x				
384	Warning Systems		x				
385	Pressure Gauges		х				
Transmiss	sion, Drive Shaft						
422	Transmission	Contact Manu	ıfacturer foi	r Warranty C	Coverage		
424	Transmission Controls		X (C)				
451	Drive Shaft		X				
102	U-Joints		Х				
453	Center Bearing Mounts		X				
460	Axle Assembly	Contact Manufacturer for Warranty Coverage					
465	Differential Assembly	Contact Manu	ufacturer fo	r Warranty (Coverage		
, ,	Case	Contact Manu	ufacturer fo	r Warranty (Coverage		

Autocar X	peditor (ACX) – Warranty	Coverage by F	unction Gro	oup		
		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
	Gears	Contact Manu	facturer fo	r Warranty (Coverage	
	Pinion, Thru-Shaft Seals	Contact Manu	ıfacturer fo	r Warranty (Coverage	
466	Axle Shafts	Contact Manufacturer for Warranty Coverage				
481	P.T.O. (Transmission)		X (C)			
491	Transmission Oil Cooler		X			
Brake Sys	stems	<u>i</u>	J			<u> </u>
510	Brake Adjustment	X (B)	4.44			
511	Front Wheel Brakes, Foundation		X (D)			
512	Rear Wheel Brakes, Foundation		X (D)			
514	Slack Adjuster		X (C)		***	
524	Brake Pedal & Linkage		x			
562	Reservoir Air Tank		X			
563	Air Valves	4444	x			

AutocarX	peditor (ACX) – Warranty	/ Coverage by F	unction Gro	oup		
		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
564	Brake Chamber Assembly		x (C)			
565	Brake Air Line, Connections		x			
Front Sus	pension			- :		
601	Front Axle Alignment	X				
611	Front Springs		X (C)			
612	Front Axle I-Beams		х		***************************************	
614	Spring Hanger Brackets	1	X			
615	Shackles		x			
617	Anti-Roll Bar	NA	NA	NA	NA	NA
641	Steering Wheel, Column, Shaft		x			
642	Steering Gear		X			
643	Steering Arm, Tie Rod, Connect		x			

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
644	Steering Knuckle King Pin		x			
645	Power Steering Pump		x			
	Hydraulic Tank	NA	NA	NA	NA	NA
651	Wheels		X			
653	Hubs, Bearings, Seals		Х			
Frame Ra	il, Rear Suspension	20-			_ 1	
712	Frame Brackets					X
714	Cross members					X
715	Frame Rail					Х
721	Tandem Suspension		Х			
722	Springs, Rear		x		.,,,	
723	Torque Rods, Radius Rods		x			
725	U-Bolts		Х			
727	Rebound Stop		X			

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
728	Tandem Alignment	х				
762	Anti-Roll Bar Rebush Rear		X			
771	Wheels	Contact Manu	ıfacturer fo	r Warranty (overage	,
773	Hubs, Bearings, Seals		X			
Body, Cal	and Interior	<u></u>			1	
811	Floor, Doghouse, Cowl	3		X (E)		X (E)
812	Roof, Windshield, Rear Window Frame			X (E)		X (E)
813	Body Side			X (E)		X (E)
815	Instrument Panel		X			
817	Rear Section, Cab			X (E)		X (E)
818	Cab Mounting		X			
823	Grille & Guard		X		V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V-113-V	
825	Front Fenders		X			
826	Rear Fenders		Х			

Autocar X	peditor (ACX) – Warrant	y Coverage by F	unction Gro	oup		
		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
827	Steps		X			
831	Doors			X (E)		X (E)
834	Lock		x			
835	Window Regulator		Х			
836	Roof Hatch		Х			
841	Emblem, Reflector, Mirrors		x			
843	Glass		x			
844	Glass Door		X			
845	Air Horn		Х		-	
852	Seats		X			
855	Trim, Upholstery		X	·		
861	Bumper		X			
870	Heater Assembly		X			
872	Hoses, Ducts		X			
873	Heater		x			

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours- in- Service	200,000 Miles or 6,000 Hours- in- Service	300,000 Miles or 9,000 Hours- in- Service	500,000 Miles or 15,000 Hours-in- Service
873	Air Conditioning, A/C Sealed System		X (C)			
881	Dash Covers		X			
884	Seat Belts		X			
891	Visors, Shields, Fairings		x			
Miscellan	eous				74 (<u> </u>
921	Optional Equipment		X (C)			
922	Fifth Wheel, Fifth Wheel Cylinders, Hydraulic Control, Trailer Air System, Boom	NA	NA	NA	NA	NA
992	Fire Extinguisher		X (C)			



AUTOCAR MASTER TECHNICIAN REQUIREMENTS

Work Experience

Technicians must have a minimum of five years experience in the heavy truck repair field or equivalent. The technician must also maintain ASE Master Heavy Truck Technician certification.

Required Autocar Training Courses

ACX Xpeditor Master Technician

Basic Electrical Course

Basic Air Brakes Course

Basic HVAC Service Course

Autocar Technical Support Course

Current ACX Xpeditor Course

Autocar CNG-Fueled Trucks Course

Exhaust Aftertreatment Systems Course

Specific Update Courses as determined by new product release

ACMD Xpert Master Technician

Basic Electrical Course

Basic Air Brakes Course

Basic HVAC Service Course

Autocar Technical Support Course

Current ACMD Xpert Course

Autocar CNG-Fueled Trucks Course

Exhaust Aftertreatment Systems Course

Specific Update Courses as determined by new product release

ACTT Xspotter Master Technician

Basic Electrical Course

Basic Air Brakes Course

Basic HVAC Service Course

Autocar Technical Support Course

Current ACTT Xspotter Course

Autocar CNG-Fueled Trucks Course

Exhaust Aftertreatment Systems Course

Specific Update Courses as determined by new product release

Note:

The Master Technician Requirements are subject to change as product enhancements so dictate.

HE MOST ADVANGED TOOL EVER FOR REFUSE IL FE PERFURMANCE NTRODUCING AUTOCAR® ADVANCED TELEMATICS

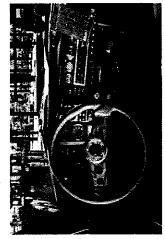


COMPREHENSIVE TRUCK MANAGEMENT To keep you always up°

- Driver Safety & Performance
- Full-Truck Monitoring
- Real-Time Notifications
- User-Specific Action Screens
- Keeps Trucks in Service
- Standard on ACX°, ACMD', & DC

360 DEGREES OF ACTION-ORIENTED INSIGHTS AUTOCAR® ADVANCED TELEMATICS

YOUR DRIVERS







YOUR TECHS



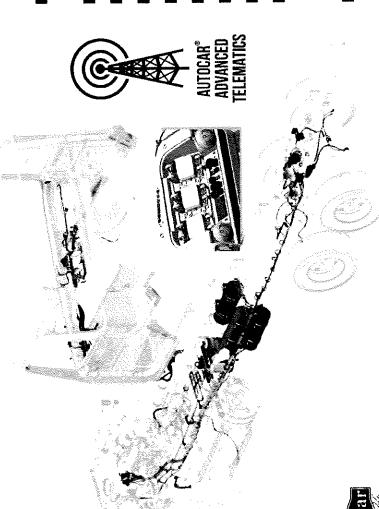


YOUR MANAGEMENT

AUTOCAR[®] Advanced Telematics



AUTOCAR® ADVANCED TELEMATICS 360 DEGREES OF ACTION-ORIENTED INSIGHTS



REPORTS ON THE MOST SYSTEMS

- Electrical systems and harnesses throughout the chassis
- Axles & suspension conditions
- Differential, Retarder, PTO conditions
- After-treatment conditions
- Multiple smart fuse boxes
- Engine conditions
- Transmission conditions
- Brake system conditions
- "Edge Processing" highlights issues and actions needed before a fault code is triggered
- Driver safety performance reporting also available

REDUCES DISTRACTIONS, SUPPORTS DRIVERS, GIVES TECHNICIANS SUPER-POWERS THE ALWAYS $\mathsf{UP}^{ ext{@}}$ $\mathsf{DIGITAL}$ $\mathsf{DISPLAY}$

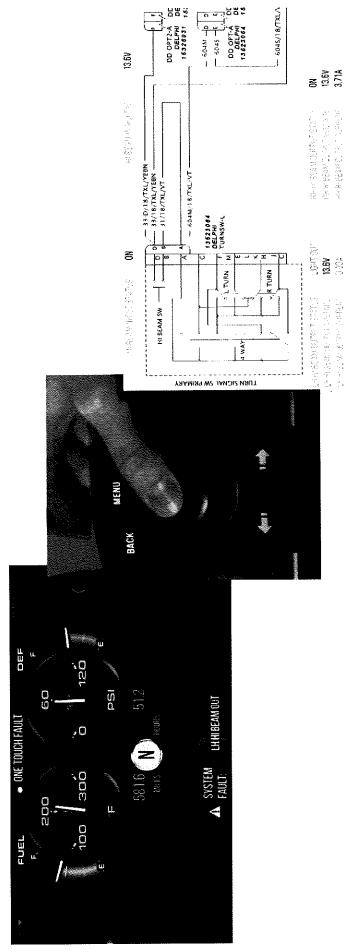


COMPREHENSIVE IN-CAB TOOL

- Available on ACX and DC trucks
- Selectable Display Modes
- No Distractions Mode
- Full Info Mode, etc.
- I Real-Time Alerts
- Receive by Text, Email, Phone, as you prefer
- Full descriptions of issues
- Instructions on actions to take
- Tracking of actions taken or not
- I In-Cab Technician Tools

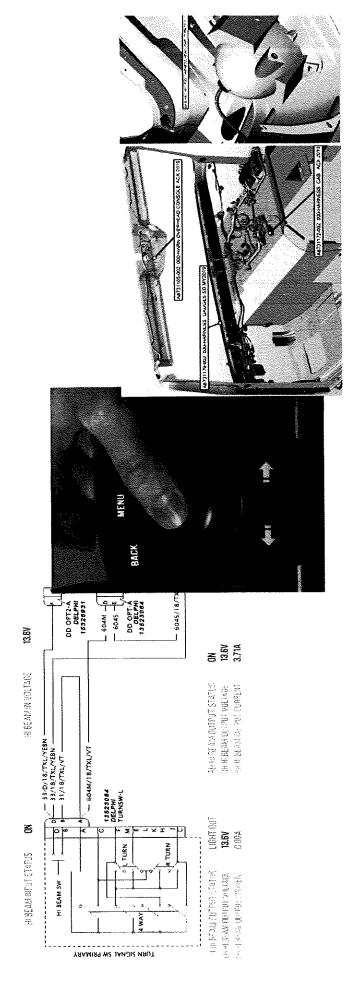
Autocar

ONE TOUCH DIAGNOSTICS PROVIDED FOR THE TOP FAULTS THE ALWAYS $\mathsf{UP}^{ ext{@}}$ $\mathsf{DIGITAL}$ $\mathsf{DISPLAY}$





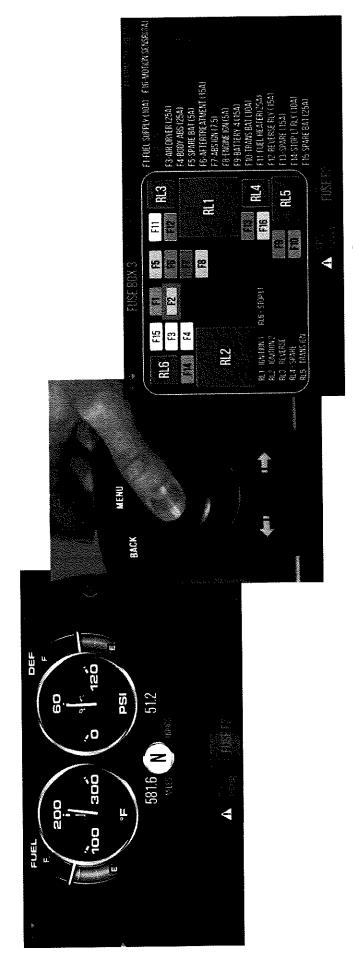
DISPLAYS LIVE DATA AND SCHEMATIC FOR THE PROBLEM ON YOUR TRUCK







SMART FUSE BOXES SHOW HOW TO FIX THEMSELVES THE ALWAYS UP® DIGITAL DISPLAY







360 DEGREES OF ACTION-ORIENTED INSIGHTS TO GET TRUCKS BACK IN SERVICE AUTOCAR® ADVANCED TELEMATICS

YOUR TECHS







SEE ALL FAULTS AND DATA - ON ANY DEVICE

- I See all the info the truck reports
- Plus fault history
- Schematics & CAD for that fault
- Direct link to Manuals
- Access the information anywhere
- Even under the truck
- With the cab tilted/hood open
- Summon Autocar Solutions*
- Create/Manage a ticket

AUTOCAR® Advanced Telematics

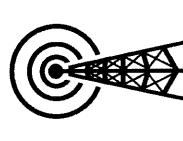
- Initiate a live audio/video link
- No cables, laptops, or subscriptions



360 DEGREES OF ACTION-ORIENTED INSIGHTS TO MANAGE YOUR FLEET AUTOCAR® ADVANCED TELEMA

YOUR MANAGEMENT





AUTOCAR° Advanced Telematics

TRACK YOUR TRUCKS AND PERFORMANCE

- I Manage your new truck process
- View each truck from Order ➡ Build ➡ Body Mount ➡ PDI ➡ Delivery ➡ In-Service
- Monitor the status of your trucks
- Useful action-oriented dashboards for each role on your team
- Management levels: Site, Region, etc.
- Customizable to meet your needs
- Understand and Manage Recurring Issues
- Track Driver Performance
- Do they act on instructions properly?
- Safety-related actions track across trucks

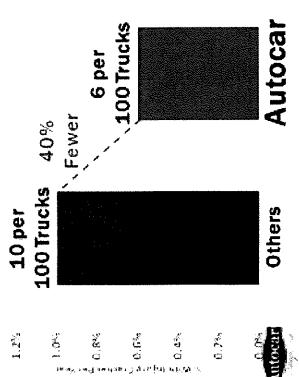




AUTOCAR® ADVANCED TELEMATICS SOLVES PROBLEMS 360 DEGREES OF <u>ACTION-ORIENTED INSIGHTS FOR REFUSE FLEETS</u>

SYSTEM COMPONENT	PROVIDES INFORMATION AND BENEFITS	WITH DISPLAY	WITHOUT DISPLAY
Autocar Always Up® Display	 Driver information, No Distractions Smart electrical system & fuse boxes One-touch diagnostics 	4	x x
Autocar Chassis Systems	 ■ Diff Lock ■ Dual Drive Position ■ Lift Axle Positions ■ Suspension Position ■ Chassis Lights ■ PTO & Retarder Status ■ Park & Work Brake ■ Fuel Level (CNG & Diesel) ■ And More 	Full Diagnostics	Position Only
Engine Systems	 All Engine Codes & Faults All After Treatment Codes & Faults Integrated with Cummins Connected Diagnostics 	With Schematics	Faults Only
Transmission Systems	 All Transmission Codes & Faults Retarder Conditions Other Integrated Powertrain Codes & Faults Fluid, Filter, Clutch Conditions 	With Schematics	Faults Only
Braking Systems	 Diff Lock Sensor Wheel Speed & ABS Sensors, incl. Aux. Axles PMV & TCV Steering and Lateral Acceleration Conditions 	With Schematics	Faults Only
Edge Processing	Combinations of data and conditions that require attention, for example: Filter out start-up Low Air warnings to ensure faults are valid Brake depressed + engine revving Harsh braking; patterns of poor driving Engine overloaded Transmission Oil life reporting Delayed or ignored Regens PTO usage patterns Retarder usage patterns	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

4 Fewer Crashes with Injuries for a 100 Truck Fleet Over 10 Years



FEWER CRASHES WITH INJURIES

2018 LS FMCSA Crash Data covering 37,487 class 8 refuse cabovers up to eight years old: Autocar trucks had 20.8% fewer accidents and 40.3% fewer accidents with injuries per truck than all others, combined.



Advanced technologies/Options

- **Electronic Stability Control system**
- (ESC)
- Rollover Stability Control system (RSC)
- Advanced Driver Assist Systems (ADAS)

Electronic Stability control (ESC) Rollover stability control (RSC)

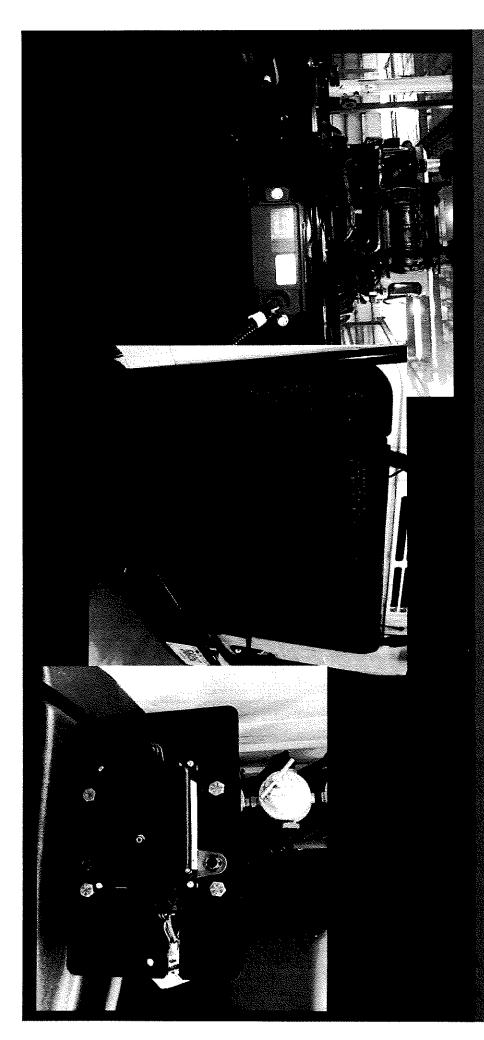
- Electronic Brake Stability system (ESC)
- Actively intervenes when the vehicle is understeering or oversteering in order to maintain vehicle stability
- Rollover Stability Control system (RSC)
- Actively intervenes when the vehicle is at risk of a driver induced roll over event

Advanced driver assistance

- Advanced Emergen & Brak respectively engages emergency brakes
- Forward collision warning
- Driver visibly and audibly warned of impending collision
- Lane departure warning (LH only)
- Steady light located on the A-pillar illuminates with Audible warning
- Blind spot detection (LH only)
- Flashing light located on the A- pillar warning the driver of a vehicle in his blind
- Automatic activation of hazard warning lamps

Hazard lights start flashing when an AEBS event is triggered

ESC and ADAS









XPEDITOR

The Most Versatile Refuse Truck on the Planet









Custom Engineered and Built Right - The First Time

Autocar specifically engineers your custom configurations directly into its trucks. Our trucks are then built, tested and validated the right way the first time on our production line. Unlike the modify and re-work approach used by others, Autocar does things once and does them right the first time. This results in a purposeful integration of industry best components into a quality built system specifically designed and engineered with your performance needs in mind.

Striving For Perfection Through Continuous Improvement

Autocar's industry-leading array of choices is the result of a tradition of continuous innovation, based on input from our customers and engineered by the best design team in the business. A steady stream of advances has made the Xpeditor the most versatile refuse truck on the planet, with a host of productive features designed to boost your bottom line. Among the most remarkable are an unprecedented range of powertrain choices and the ability to meet strict exhaust emission level requirements with flexible exhaust locations. We have introduced a range of new options to improve value and performance including a new generation of transmission mounted power take offs. For front loader applications, Autocar engineered a stronger, lighter front end and moved the front axle position forward in the Xpeditor to accept heavier engines and still maintain the ability to haul the maximum payload. We have further optimized the weight distribution for each body that is mounted on an Autocar.

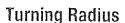
Factory Warranty

The Xpeditor is backed by factory warranties which are supported by Cummins, Allison and a host of other business partners. This translates into a truck that has an industry-leading warranty to help assure that your vehicle is Always Up!



Consider the Best

If you haven't looked at an Autocar Xpeditor recently, then you owe it to yourself to consider the best truck on the market. When you do, you'll see a truck loaded with items designed with a thorough understanding of refuse applications. Above all, you'll see world-class engineering from Autocar, a company completely focused on and dedicated to our industry.



Autocar measures above the curve!

A tighter turning radius allows operators to avoid accidents while improving efficiency and productivity. Xpeditor has the best turning radius in the industry! Spending less time in reverse improves efficiency and fuel economy and also keeps drivers safer from accidents. From concept through design and refinement, Autocar leads the way. Listening, understanding, then delivering to our customers is what we do best!

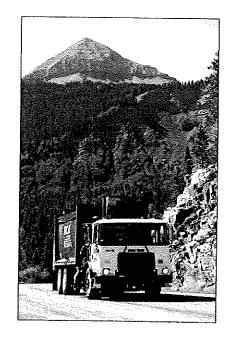
Greater Choice. More Versatility

More drivetrain and operating options

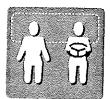
- Multiple diesel engine displacements with numerous horsepower and torque ratings.
- · Leading natural gas engine options.
- Exhaust options: left-side vertical, right-side vertical and horizontal.
- Flexible component placement and sizing.
- Allison medium-duty (3000 series) or heavy-duty (4000 series) transmission.
- Rear axle ratings from 23,000 lbs to 72,000 lbs. (10,400 kg to 32,700 kg).
- 890 transmission mount PTO.

More Cab Configurations

At Autocar, we know that no two routes are the same. That's why we offer a cab configuration for all of your applications, along with options to help you handle jobs on any route.









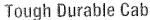






Corrosion Protection

All Xpeditor cabs receive maximum corrosion protection. Each cab is built from corrosion-resistant steel, before receiving our state-of-the-art, 18-stage, cathodic epoxy E-Dip system in an iron phosphate pre-treatment. After the E-Dip process, pre-paint caulk is applied to external and internal seams prior to finish coat. The result is a corrosion resistant vehicle that we can confidently back with a 3-year corrosion warranty and a 5-year structural warranty.

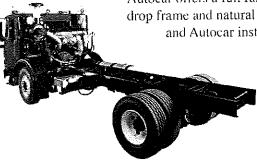


The Xpeditor cab is not only larger, it's also stronger. The complete cab and doors are a fully welded, two-sided galvanized steel structure providing unmatched strength making it one of the safest cabs on the market.



Factory Installed

Autocar offers a full range of factory installed options including PTO's, auxiliary axles, drop frame and natural gas fuel systems. We simplify customization – order the options and Autocar installs them right on the assembly line.



Frame Strength

The Xpeditor frame provides an industry-leading strength range of 3.5 to 4.2 million RBM just below the arm torque tube on a front loader or the automated arm mount on an automated side loader which are the most critical sections, respectively.

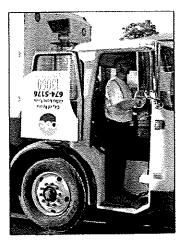
Superior Visibility

The Xpeditor cab offers minimum obstructions in the 360° view. A curved windshield minimizes "A" pillar front obstruction. A one-piece rear window, curved corner windows and lowered engine emission components minimize blind spots. Integrated controls eliminate body control boxes on the dash, enhancing the cross-cab view.



Larger Ergonomic Cab

Autocar provides a larger cab environment. The position of the cab and the floor height are lowered and ingress/egress is significantly improved. A tilt steering wheel is standard on single-drive Xpeditors. Each precision instrument and control is ergonomically designed and located.



Chassis Body Integration

Autocar provides a complete system, rather than merely a body mounted on a chassis. Xpeditors arrive at the body company with chassis components in the right place and room for the body company to install their integrated controls into our dash. Autocar will also offer pre-punched frame holes to minimize efforts for body installation.



Functional Styling

The Xpeditor front grill has been updated to be more functional and to provide better aesthetics. At Autocar, styling never comes at the expense of functionality or maintenance costs.

Factory Installed

Autocar – the undisputed leader in natural gas powered refuse trucks – makes it easy to go green and comply with environmental regulations. Our natural gas chassis is available with factory installed CNG and LNG fuel storage and delivery systems. These complete natural gas chassis systems include engine, fuel tanks, optional methane detection and fuel system – all assembled, tested and started on our production line with the quality workmanship you expect from Autocar.

Cost and Efficiency Benefits

Backed by the experience of installing well over 4,000 natural gas engines – with and without fuel storage and delivery systems, we have streamlined and simplified delivery of environmentally compliant natural gas systems. A complete, factory installed system eliminates previous OEM-body builder complications such as specification, transporting and high shipping costs. Unnecessary modification costs to add fuel storage and delivery systems after the chassis has been built are now a thing of the past.

Autocar Quality

The Autocar Xpeditor built with the Cummins-Westport ISL-G engine never requires an auxiliary cooler – even when you choose a front mount pump. Autocar uses the finest stainless steel fittings and couplings and mounts the critical fuel filter in the ideal location for easy access. Each fuel system is pressure tested and leaves the factory after a 10-step quality assurance verification. CNG systems leave with a partial fill, allowing the easy movement of the chassis at the body builder's factory. LNG systems are not filled with fuel, but are leak tested to assure a positive cool down process and fill.

Best Selling Systems

Two of our most popular natural gas systems are the 75 Diesel Gallon Equivilent (DGE) back-of-cab cabinet, ideal for rear loaders, and the 40 DGE frame rail mount for front loader applications. These and other available systems have made it very easy to order a complete natural gas chassis system.



Signal and Company Charles are grand

RunWise is a fully commercialized Advanced Series Hybrid Drive system from Parker. A unique hydrostatic drive, combined with brake energy recovery capabilities, delivers dramatic fuel savings, lower carbon emissions and noise levels, significantly reduced brake wear, and improved vehicle performance. That's what you can expect from RunWise.

No other Class 8 refuse truck hybrid system matches the fuel savings, performance, or environmental friendly contributions of Parker RunWise. Parker has field tested RunWise since 2008 with fleet operators working actual routes throughout the country. The results:

Reduced Fuel Consumption

Average annual fuel consumption for a Class 8 vehicle is about 9,800 gallons per year. RunWise reduces fuel consumption up to 35% to 50%, depending on route density and operating conditions – a substantial savings in fuel costs by any measure.

Lower Emissions

A single truck's CO2 emissions are reduced up to 55 tons per year, equivalent to removing 10 typical cars from the road or planting 1,300 trees and letting them grow for 10 years. RunWise is contributing to a greener planet.



Less Brake Wear

The RunWise system brake energy recovery dramatically improves brake life and removes heat from the wheel end components. Under some situations it may be possible to replace foundation brakes once during the life of the truck. The resulting brake overhaul cost savings will have significant impact on bottom line maintenance costs.

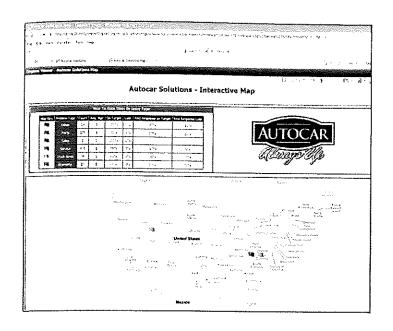
Better Drivability

The hydrostatic drive contributes to smooth and quick launch speeds, enabling drivers to cover routes quicker, increasing productivity. Route drivers say that trucks equipped with RunWise are a "pleasure to drive."

Lower Operating Costs

The hydrostatic drive powers the refuse truck during route collection, reducing diesel engine wear and lowering maintenance costs. The Run-Wise innovative cradle assembly was designed for ease of maintenance.





CONTACT US FIRST!

When you contact us first, we track your repair and manage your downtime event. By getting us involved first you get trained factory technicians to help troubleshoot and diagnose the issue. We respond fast and work with you to get your truck back up and running!

Immediate Technical Assistance by Logging on to Our Website



www.autocartruck.com/autocarsolutions

Autocar Solutions™ offers an unsurpassed range of support services to keep your fleet on the road including:



Service Technician Specialists see what you see LIVE! The benefit of seeing your situation is a great asset to us and makes calls more efficient and effective.

Training Classes

A schedule of on-line LIVE, INTERACTIVE training classes is available on our website. Classes are designed for technicians servicing a variety of Autocar trucks. Registration is easy and classes are very informative and beneficial to every participant. Go to our website and click on the Training button for a schedule of classes.

Technical Support Documentation

The comprehensive technical information feature on the Autocar website provides you with more access to technical information than ever before. Search for electrical schematics, air system schematics, service manuals, PM manuals, body builder information, videos, troubleshooting trees and more. This easy-to-use library of technical data will help you diagnose, troubleshoot, train your technicians and develop preventive maintenance checks for your fleet.



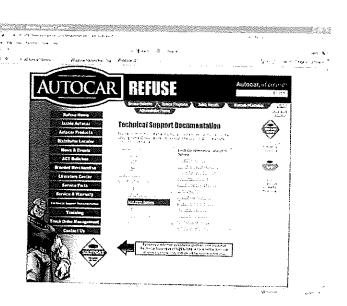
Autocar offers complete OEM Genuine and "All Makes" product lines, supported by over 1,000 suppliers. Use our easy online parts identification/ordering systems, or call our parts hotline at:

1-866-878-5980 (USA Toll Free) or 1-765-489-5499



Our new online library of technical documentation gives you 24/7 access to the information you need to diagnose and troubleshoot issues with your fleet.

Request a login and try it!





COMPETITIVE SOLICITATION & RENEWAL FORM

SUMMARY SECTION – To Be Completed by the Requesting Department	
TITLE OF SOLICITATION Two (2) Current Model Autocar Xpeditor Roll-off, CNG-fueled trucks	
DESCRIPTION OF PURCHASE: DESCRIPTION / JUSTIFICATION FOR PURCHASE / TIMING CONSIDERATIONS / SERVICE LEVEL IMPACT IF NOT APPROVED	
Fleet Services Bureau would like to purchase two Autocar Xpeditor roll-off, CNG-fueled trucks to replace existing units (1307 and 1308) in the Department of Public Works. These units were approved by the City Manager in the FY 19 Fleet Replacement Plan. Sufficient funds have been collected to replace these units.	
COMPLETED SOLICITATION TEMPLATE ATTACHED: Yes No	
PRE-BID/PROPOSAL MEETING: Yes No MANDATORY: Yes No ESTIMATED VALUE: \$550,000.00	
DEPT CONTACT: Luis Mercado TEL: 562-570-5410	
LOCATION: Fleet Services	
ACCOUNT STRING: 6230-41-22-2208-220805-22800-220803-00000-852400 GRANT: Yes No	
PROJECT STRING:	
DEPARTMENT APPROVAL	
PRECTOR (PRINT): John Gross DATE: 200	
DIRECTOR SIGNATURE:	
AWARD SECTION – To Be Completed by the Purchasing Division	
SOLICITATION NUMBER: ITBFS 20-076 PLANETBIDS POSTED DATE: 10/12030	
ADVERTISED DATE: 10/2/2020 PRE-BID/PROPOSAL (JOB WALK) DATE (IF APPLICABLE):	
QUESTION DATE: ANSWER DATE:	
CLOSING DATE: $10/32/2020$ NOI POSTED DATE: $10/30/2020$	
TOTAL NUMBER OF Fill in the Quantity for Each Category Below	
NOTIFIED POTENTIAL BIDDERS/PROPOSERS: 4/ LB/(LOCAL) NOTIFIED:	
DOWNLOADS: (LOCAL) DOWNLOADS:	
RESPONSES RECEIVED:	j
MBEs: LB (LOCAL):	٠
WBES: NON: MBES, WBES, SBES, LB (LOCAL):	
SBEs: ()	
PIGGYBACK/COOPERATIVE PURCHASE	
(Government agency or cooperative organization used): CONTRACT #: LOCAL LABOR	
PROTEST SBE PREFERENCE CITY-COUNCIL COMPLIANCE FIRST SOURCE PLA Yes No Yes No Yes No Yes No Yes No Yes No	

(CONTRIUED)



COMPETITIVE SOLICITATION & RENEWAL FORM

AWARD	SECTION - To Be Completed b	y the Requesting Departme	nt
	OR ONE-TIME CONTRACTS AMOU		
	: 518,494	YEAR 2:	YEAR 4:
YEAR 1:		YEAR 3:	YEAR 5:
AWARDED	TO: A TOO	A LIVER	MBE WBE SBE DBE LB(LOCAL)
VENDOR I		· · · · · · · · · · · · · · · · · · ·	CITY/STATE:
CONTACT	PERSON: LON Creigh	~ton	7 TEL:
EMAIL:	C.		# OF EMPLOYEES LIVING IN LB:
AWARDE	TO (IF SPLIT):		MBE WBE SBE DBE LB(LOCAL)
VENDOR I	NAME:		CITY/STATE:
	PERSON:		TEL:
EMAIL:			# OF EMPLOYEES LIVING IN LB:
AWARDE	O TO (IF SPLIT):		MBE WBE SBE DBE LB(LOCAL)
VENDAD	NAME:		CITY/STATE:
1	PERSON:		
	3 (HOCKE)		# OF EMPLOYEES LIVING IN LB:
EMAIL:	ed To More Than 3 Vendors, use o	dditional forms	(10) 244 201 201
*If Awara	ea to Mare than 3 venuois, use t	дационы јонна.	
ADDITI	ONAL INFORMATION - P	lease enter any addi	ional information relating to the competitive
solicita	tion, change order, or ren	ewal. – To Be Comple	ted by the Requesting Department
L			
RENEW	IAL - To Be Completed by	the Requesting Depar	tment
The state of the s			•
1	CARROLLE DATE TO	ADD	
1 st	EXTEND DATE TO		
1 st 2 nd	EXTEND DATE TO		
		ADD	