



City of Hesperia

REQUEST FOR BID (RFB)
MANAGEMENT SERVICES DEPARTMENT/FINANCE DIVISION
CITY OF HESPERIA, CALIFORNIA
RELEASED: Thursday, October 31, 2019

RFB NUMBER &
TITLE:

RFB 2019-20-002- Two New/Unused Ford Super Duty F-450's With Utility Body And Dump Body

DEADLINE FOR
RFB INQUIRIES:

Inquiries are due no later than Tuesday, November 05, 2019 at 5PM. The City shall respond to inquiries no later than Thursday, November 07, 2019 at 5PM. Inquires submitted after this deadline will not receive a response.

SUBMIT BIDS TO:

City of Hesperia – Purchasing
RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's With
Utility Body And Dump Body
9700 Seventh Avenue
Hesperia, CA 92345

BID SUBMISSION
DEADLINE &
PUBLIC BID
OPENING:

The deadline for submitting a bid is Monday, November 18, 2019 at 10AM at which time they will be opened publicly and read aloud by the City.

(Any bid received after this time will be returned unopened)

AWARD:

Contract for one-time purchase of Two New/Unused Ford Super Duty F-450's With Utility Body And Dump Body



I. INTRODUCTION

The City of Hesperia, hereinafter referred to as “City”, is seeking sealed bids from qualified vendors, hereinafter referred to as “Bidder”, for the purchase of two (2) New/Unused Ford Super Duty-450’s (vehicle specifications listed below on Exhibit I).

II. CITY CONTACT

The City Contact, hereinafter referred to as “Contact”, is the sole point of contact for this solicitation. All communication shall be in writing and submitted to the Contact. Bidders are not permitted to communicate with other City staff or officials about this RFB, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

Contact: Keith Cheong – Financial Analyst

E-mail: purchasing@cityofhesperia.us

Bidders interested in participating in this RFB should immediately provide the Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

III. FORMAT AND CONTENT

All Bidders are required to follow the format content specified below. The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval. Bids must be submitted in a sealed envelope with the bid number plainly appearing on the face thereof, and the bidder's name, address, telephone number, and fax number.

TAB 1 - Complete and insert in this tab the Company Information Form furnished herewith, Attachment Number 1.

TAB 2 - Complete and insert in this tab the References Form furnished herewith, Attachment Number 2.

TAB 3 - Complete and insert in this tab the Bid Form furnished herewith, Attachment Number 3.

TAB 4 - Sign and insert addendums in chronological order, as applicable.

IV. BID SUBMISSION

The deadline for submitting a bid is Monday, November 18, 2019 at 10AM. Any bid received after this time will be returned unopened. Sealed bids shall state the bid number plainly appearing on the face thereof, the bidder's name, address, telephone number and fax number, and shall be clearly addressed as follows:

City of Hesperia – Purchasing Section
RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's With Utility Body And
Dump Body
9700 Seventh Avenue
Hesperia, CA 92345

Faxed or e-mailed bids will not be accepted since they do not contain original signatures.



V. SELECTION PROCESS

A. Responsive Bidder

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

B. Responsible Bidder

The following will be applied in determining the lowest responsible Bidder:

- i. The Bidder's ability, capacity, and skill to provide the service or commodity required.
- ii. The Bidder's record of performance with the City.
- iii. The Bidder's ability to provide future maintenance and/or service for the product or service required.
- iv. If applicable, sales tax which will be apportioned to the City shall be deducted from the bid(s) submitted by local Bidders.

VI. AWARD PROCESS

Once the lowest responsible/responsive Bidder has been determined, a Notice of Intent to Award will be issued to all Bidders who submitted a bid.

VII. COMMENCEMENT OF WORK

A Notice to Proceed and Purchase Order will be issued once:

- All agreements have been executed.
- Insurance requirements have been met.
- Verification of valid City of Hesperia Business License.
- Verification of current vendor application & W-9 State Tax Form.

Commencement of work shall begin once Bidder receives the Notice to Proceed and Purchase Order.

VIII. VEHICLE SPECIFICATIONS

For the column 'Bidder Note: As Specified or Exception' below on Exhibit I and Exhibit II, each Bidder is to indicate on each item of the specifications if their vehicle is either 'As Specified' with a check mark (✓), or an 'Exception' by stating the alternate specifications being submitted in the bid. Exceptions must be equivalent or greater to the minimum specifications. Any exceptions that are deemed by the City to be less than equivalent to the minimum specifications may be cause for disqualification from consideration of award. The City reserves the sole right to make the determination if the exceptions are equivalent to, greater than, or less than the minimum specifications.



Standard Terms & Conditions

In addition to the previous requirements, the Bidder shall, at minimum, perform or make provisions for the following general requirements:

Additional Information

Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

Agreement Deadline

If an Agreement is awarded, the selected Bidder is required to sign and return the Agreement documents within ten (10) days of written request.

Addenda

The City reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.

Bid Commitment

The bid shall be firm and binding for ninety-days (90) after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

Bid Errors

City is not responsible for errors or omissions on the part of Bidders in drafting their bids. In the event of a calculation error, the unit price shall prevail.

The City is not responsible for any conclusions or interpretations made by the Bidder regarding information provided by the City.

Bid Withdrawal

Bidders may withdraw a bid that has been submitted at any time up to the bid due date and time. This may be done via written request signed by an authorized representative and submitted to the Contact. The Bidder may submit another bid at any time up to the closing date and time. Bids cannot be withdrawn or corrected after the deadline.

Bidder Use of City Property

Unless otherwise agreed, the Bidder at its sole cost shall supply all materials, equipment, tools, and facilities required to perform the work. Any materials,

equipment, tools, or other properties furnished by the City or specifically paid for by the City shall be the City's property. Any such property shall be used only for the City's project and may on demand be removed by the City without charge. The Bidder shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in Bidder's custody. The City makes no warranties of any nature with respect to any property it may furnish to the Bidder hereunder.

California Labor Code Requirements

Adhere to the applicable provisions of the California Labor Code including, without limitation, the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; and payment of prevailing wages, as applicable. The Bidder shall forfeit to the City penalties described in the California Labor Code for violations.

City Business License

Obtain a City of Hesperia business license in accordance with the City Municipal Code, prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

Contractual Obligation

After the City selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder's bid, and the Agreement constitute the entire Agreement between the Bidder and the City and shall incorporate the provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

Delivery and Taxes

Bids shall be quoted F.O.B. Destination City of Hesperia, 9700 Seventh Avenue, Hesperia, California 92345 or at any agency/location within the City of Hesperia as specified herein. Bids shall include the current San Bernardino County sales tax of 8.0%, stated as a separate line item. This section only applies for bids that include taxable items.

Disclaimer

This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded.

In the event of award, the City makes no guarantee to expend any agreement amount to its maximum.



Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

Equals

Whenever reference to a specific brand name is made herein, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting standards and requirements of the City.

Evidence of Insurance

In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein. The required insurance coverage shall be maintained for the duration of the Agreement. (See Attached Agreement)

Late Bid

Late bids will not be considered. It is the Bidder's responsibility to ensure that the bid arrives on or before the specified time. The City will not be responsible for bids not properly marked and/or delivered. Postmarks will not be accepted in lieu of actual receipt.

Laws, Ordinances, and Rules

Comply will all Federal, State, and local laws, ordinances, rules, and regulations applicable to Bidders performance, including, but not limited to, the Fair Labor Standards Act of 1938, (FLSA), the Equal Employment Opportunity Act of 1972 (EEOA), the Occupational Safety and Health Act of 1970 (OSHA), the California Occupational Safety and Health Regulations (Cal/OSHA) per California Code of Regulations, Title 8, the National Environmental Protection Act of 1969 (NEPA), the California Environmental Quality Act (CEQA), and the Americans with Disabilities Act of 1990 (ADA).

Loss/Suspension

Bidder will notify the City immediately of loss or suspension of insurance, licenses, and/or permits. Failure to maintain required licenses or permits may result in termination of the Agreement.

Material Misstatements or Misrepresentations

If in the course of the RFB process or in the administration of a resulting Agreement, the City determines that the Bidder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, the Bidder may be terminated from further participation in the RFB process or in the event an Agreement has been awarded, the Agreement may be immediately terminated. In the event of termination under this provision, the City is entitled to pursue any available legal remedies.

Modifications

Any changes or alternatives must be clearly identified in the bid. RFBs that are submitted with conditional clauses, alterations, items not requested herein, or irregularities of any kind are subject to acceptance or rejection at the discretion of the City.

Objection to Terms

If the Bidder has any objections to the terms of this RFB, these objections must be clearly addressed, in writing, on the a cover letter which shall accompany the bid and shall specifically reference the particular section number, paragraph, and page number of the objection.

Payments and Invoicing

Unless otherwise agreed, payment will not be made until goods or services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: City of Hesperia, Attn: Accounts Payable, 9700 Seventh Avenue, Hesperia, California 92345. The City's standard payment terms are Net 30.

Pricing

Unit prices shown on the bid shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Property of City

All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.

Proprietary Information

If any bid contains trade secrets or other information, which is proprietary by law, a request to keep such information confidential must be made in writing and attached to the envelope used to submit the bid. The Bidder shall specifically identify the page numbers that contain the confidential information in the letter and said information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. Requests are subject to review by the City to determine whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Bidder has the option of withdrawing the bid or advising the City in writing of its understanding that this information will become public record. The price of products or services proposed shall not be designated as proprietary or confidential information.



Protests

In the event that a respondent alleges that, the process outlined in the RFB or the City's purchasing ordinance was not followed, such respondent may file a protest, in accordance with the City's purchasing ordinance. The protest shall be in writing, describing each area of alleged non-conformity, and filed with the City Clerk within five (5) calendar days of the date of the City's notification of non-award. (Ord. 2001-4 § 1 (part), 2001)

Quality

Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

Quantities

The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

Required Licenses and Permits

Obtain all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. These licenses and permits shall remain in effect for the duration of the Agreement.

Reservation of Rights

The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect as to form or content of this RFB or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City's interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect.

The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

Right of Action

No individual or firm responding to this RFB shall obtain any claim or right of action against the City by reason of any aspect of the RFB, defects or abnormalities contained in the RFB and/or the selection process, the rejection of any bid, the acceptance of any bid, any statements, representation, acts or omissions of the City, the exercise of any discretion by the City in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.

Sub-contracting

There shall be neither sub-contracting nor joint venture of any services or other activities by the Bidder unless specifically approved in advance and in writing by the City, or as accepted in the bid. The Bidder shall act as the single principal for all services set forth in the RFB and resulting Agreement. Any sub-contractors shall be subject to the same terms and conditions as the Bidder. The Bidder shall be fully responsible for the performance and payments of any sub-Bidders.

Submission Cost

The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.

Venue

The Agreement shall be in accordance with the laws of the State of California with the County of San Bernardino being the only appropriate forum for any litigation.

Warranty

Equipment shall have the regular manufacturer's guarantees against defects and workmanship and the guarantee shall have the standard manufacturer's warranty, unless specified otherwise herein.

Attachment 1
COMPANY INFORMATION FORM
RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's
With Utility Body And Dump Body

Name of Company: _____

Type of Company: _____

Company Address: _____

Company Phone: _____ Fax: _____

A/P Contact Person: _____ Title _____

E-Mail: _____

Number of years the company has been in business: _____

Names and Titles of all principle members of the company:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If requested by City, the Bidders shall furnish a notarized financial statement, references and other information, sufficiently compressive to permit an appraisal of his current financial condition.

Person from your company who completed the bid package:

Signature: _____ Date: _____

Printed Name and Title: _____

E-Mail: _____

Phone: _____

**Attachment 2
REFERENCES FORM**

**RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's
With Utility Body And Dump Body**

The Bidder is required to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract:\$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract:\$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract:\$ _____ Contract Dates: _____

Requirements of Contract: _____

**Attachment 3
 BID FORM
 RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's
 With Utility Body And Dump Body**

Quantity	Description	Cost per Unit	Total Cost
1	New/Unused Ford Super Duty F-450 Utility Body*		
1	New/Unused Ford Super Duty F-450 Dump Body*		
Sub Total		\$	\$
Sales Tax (7.75%)			
Bid Amount (With Tax)			
Tire Fee (Not Subject to Sales Tax Per California BOE)			
Total Bid Amount		\$	\$

***Vehicle specs are stated above in Section VIII. VEHICLE SPECIFICATIONS. Vehicle cost per unit must include all fees (i.e. document fees, licensing fees, registration fees, tire fees, etc.)**

(TOTAL BID AMOUNT IN WORDS)

<hr style="width: 80%; margin: auto;"/> Dollars <i>Total Sum of Bid in Words</i>

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for **RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's With Utility Body And Dump Body**

I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Cost Bid, Respondent agrees to comply with the terms and conditions illustrated in this RFB.

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Exhibit I

RFB 2019-20-002 – Two New/Unused Ford Super Duty F-450's With Utility Body And Dump Body

THIS AGREEMENT is made and entered into this <Day> day of <Month> <Year>, by and between the City of Hesperia, hereinafter called "City ", and <Vendor_Name>, hereinafter called the "Contractor".

WHEREAS, the City did accept the proposal of the Contractor for <Type_of_Service>, (hereinafter referred to as "the proposal").

TERMS AND CONDITIONS

1. SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work described in Exhibit I.
2. INCORPORATED DOCUMENTS: The aforesaid Proposal documents are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in the Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents.
3. COMPENSATION: During the term of this Agreement, City shall pay Contractor the fee described in Exhibit II, the program budget. The maximum compensation including all Contractor's costs, under the terms of this Agreement, shall not exceed the total amount of <OriginalContractAmount>.
4. TERMS OF AGREEMENT: This Agreement shall commence as of the day and year first above shown and shall remain in full force and effect and ongoing until <Contract_Expiration>, unless sooner terminated as provided herein. The Purchasing Supervisor or his or her designee is authorized to extend this Agreement for up to one year and approve line item adjustments to the Agreement's program budget as long as such amendments are upon the same terms and conditions as specified herein.
5. SUCCESSOR AND ASSIGNMENT: The services as contained herein are to be rendered by Contractor whose name is as appears first above written and said Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of City.
6. INDEMNIFICATION: Contractor agrees to indemnify, defend (upon request by City) and save harmless City, its elected and appointed officials, officers, agents and employees from and against any liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations, or its services, acts and/or omissions hereunder, including any workers' compensation suit, liability or expense, arising from or connected with the services performed by or on behalf of Contractor by any person pursuant to this Agreement.
7. INDEPENDENT CONTRACTOR: Contractor shall perform the services as contained herein as an independent Contractor/vendor and shall not be considered an employee, elected/appointed official or family member of any employee or elected/appointed official of the City, or under City supervision or control. This Agreement is by and between Contractor and City, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between CITY and Contractor.
8. PROHIBITED INTEREST: No member, officer, or employee of the City or any local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Furthermore, the parties hereto covenant and that to their knowledge, no board member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in the transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties; even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.
9. NON-DISCRIMINATION: During the performance of this Agreement, Seller and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Seller and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Seller and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administration Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement and made a part hereof as set forth in full. Seller and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Seller shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Seller shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any

time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

10. ATTORNEY FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.
11. TERMINATION: This Agreement may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice.
12. NON-AVAILABILITY OF FUNDS: If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is subject to the appropriation of funds for such purpose by the CITY. If funds to effect such continued payment are not appropriated, Contractor agrees to terminate any services supplied to the CITY under this agreement, and relieve the CITY of any further obligation therefore.
13. INSURANCE: Without limiting Contractor's indemnification of City, Contractor shall procure and maintain at all times during the life of this Agreement, a program of insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Contractor, its officers, representatives, agents or employees. Contractor acknowledges that Section 3700 of the California Labor Code requires all employers to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code Section. Contractor shall formally acknowledge this requirement by signing the attached Worker's Compensation Insurance Certificate prior to commencing work hereunder. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder from a company or companies acceptable to the City nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain all times during the life of this Agreement the following policies of insurance: For all operations of the Contractor or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage.
 - A) Minimum Scope of Insurance: Coverage shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001). (ii) Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto). (iii) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance. (iv) Errors and Omissions liability insurance appropriate to Contractor's profession.
 - B) Minimum Limits on Insurance: Contractor shall maintain limits of no less than: (i) General Liability: \$2 million per occurrence for bodily injury, personal injury and property damage including products/completed operations and any other activities undertaken by Contractor pursuant to this Agreement. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. (ii) Automobile Liability: \$1 million per accident for bodily injury, death and property damage insuring against liability arising out of the use of any vehicle. (iii) Workers' Compensation insurance as required by the State of California. (iv) Employer's Liability: \$1 million per accident for bodily injury or disease. (v) Errors and Omissions Liability: \$1,000,000 per claim insuring against any liability arising out of professional errors and/or omissions ("malpractice"). Modifications to the above noted minimum insurance limits may only occur upon concurrence of both parties to this Agreement, confirmed in writing by Contractor and City's Risk Management.
 - C) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City's Risk Management. At the option of the City's Risk Management, either: (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, agents and employees; or (ii) The Contractor shall provide a financial guarantee satisfactory to the City's Risk Management guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- A) Other Insurance Provisions - Commercial General and Automobile Liability: The commercial general liability policies are to contain, or be endorsed to contain, the following provisions: (i) The City, its elected and appointed officials, officers, agents, employees and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. (1) Each insurance policy required by this Section 16 shall be endorsed to state that coverage shall not be reduced or canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City's Risk Management. (2) Contractor's insurance shall specify that: (i) it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (ii) Coverage shall be primary insurance as respects to the City's its officers, officials, employees, agents and volunteers. Any insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. (iii) any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided; (iv) all costs of adjusting and/or defending any claim against any insured, including court costs and attorney's fees, shall be paid in addition to and shall not deplete any policy limits.
- B) Other Insurance Provisions - Workers' Compensation and Employer's Liability: The following provisions apply to Contractor's workers' compensation and employer's liability insurance: (i) Such policies may be subject to deductible or retention in an amount acceptable to the City's Risk Management. (ii) Contractors shall provide to the City an endorsement that the insurer waives the right of subrogation against the City its officers, officials, employees, agents and volunteers.
- C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless the City's Risk Management approves, in writing, insurers with a lower A.M. Best rating.

- D) Verification of Coverage: Contractor shall furnish the City's Risk Management with original certificates and amendatory endorsements effecting coverage required by this clause. The Endorsements should be on forms provided by the City's Risk Management or on other than City's forms provided those endorsements conform to the requirements of the City's Risk Management. All certificates and endorsements are to be received and approved by the City's Risk Management before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Notwithstanding the above, if the life of this Agreement shall extend beyond one (1) year, Contractor shall provide City with certificate, amended endorsements or complete certified copies of required insurance policies evidencing renewal of the required policies of insurance prior to beginning of any subsequent year of services pursuant to this Agreement.
- E) Failure to Provide or Maintain Insurance: Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of this Agreement upon which City may immediately terminate this Agreement.
14. **NOTICE**: Notices herein shall be presented in person or by certified or registered U.S. mail, as follows: To Contractor: <Vendor_Address>, <City_St_Zip> , To City: 9700 Seventh Avenue, Hesperia, CA 92345, Attn: Purchasing Supervisor. Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above shown.

“CONTRACTOR”

<Vendor Name>

(Check One: Individual Partnership Corporation)

(Corporations require two signatures; one from each of the following:

Chairman of Board, President, any Vice President; AND B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

By: _____
(Signature & Date)

Print Name and Title

By: _____
(Signature & Date)

Print Name and Title

CITY OF HESPERIA

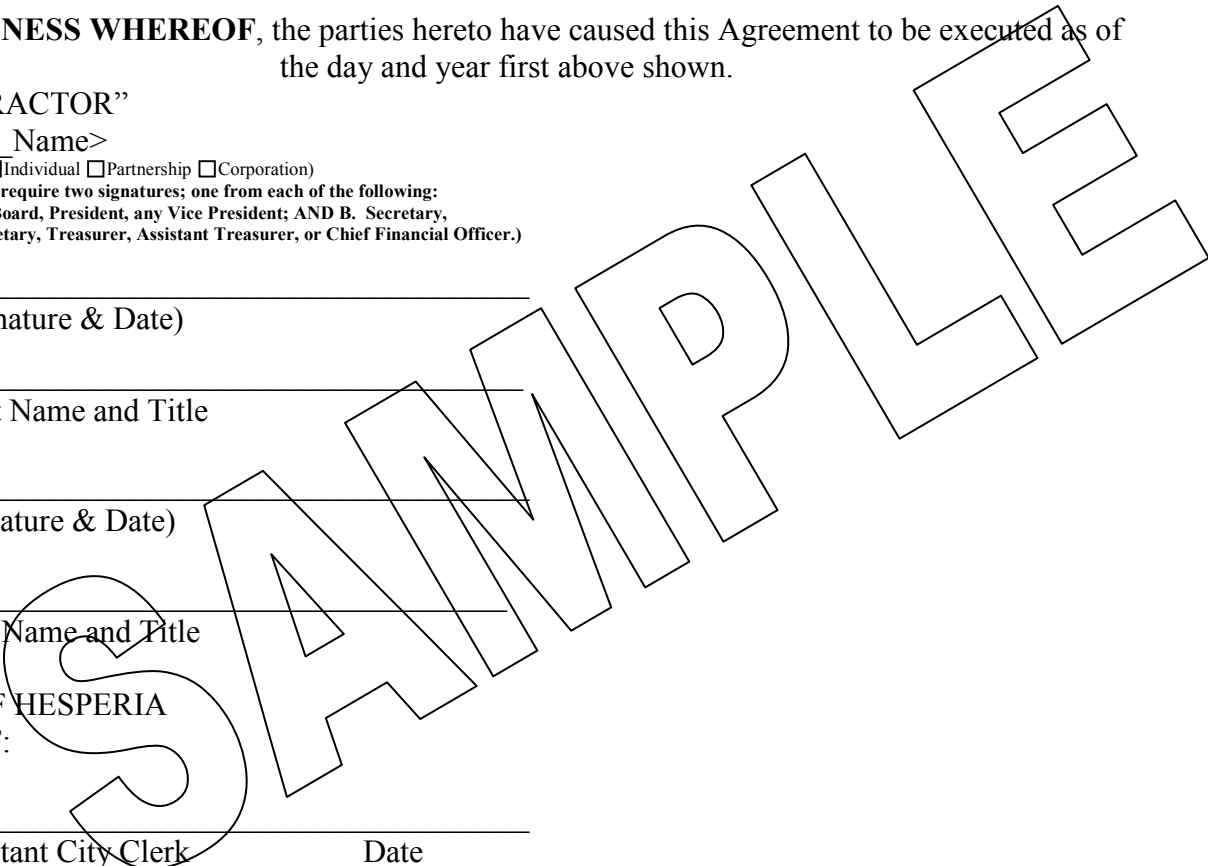
ATTEST:

By: _____
Assistant City Clerk Date

“CITY”

By: _____
Director of Finance Date

By: _____
City Manager Date



WORKERS COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following as required by the California Labor Code, Section 1860 and 1861:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

Contractor

Date

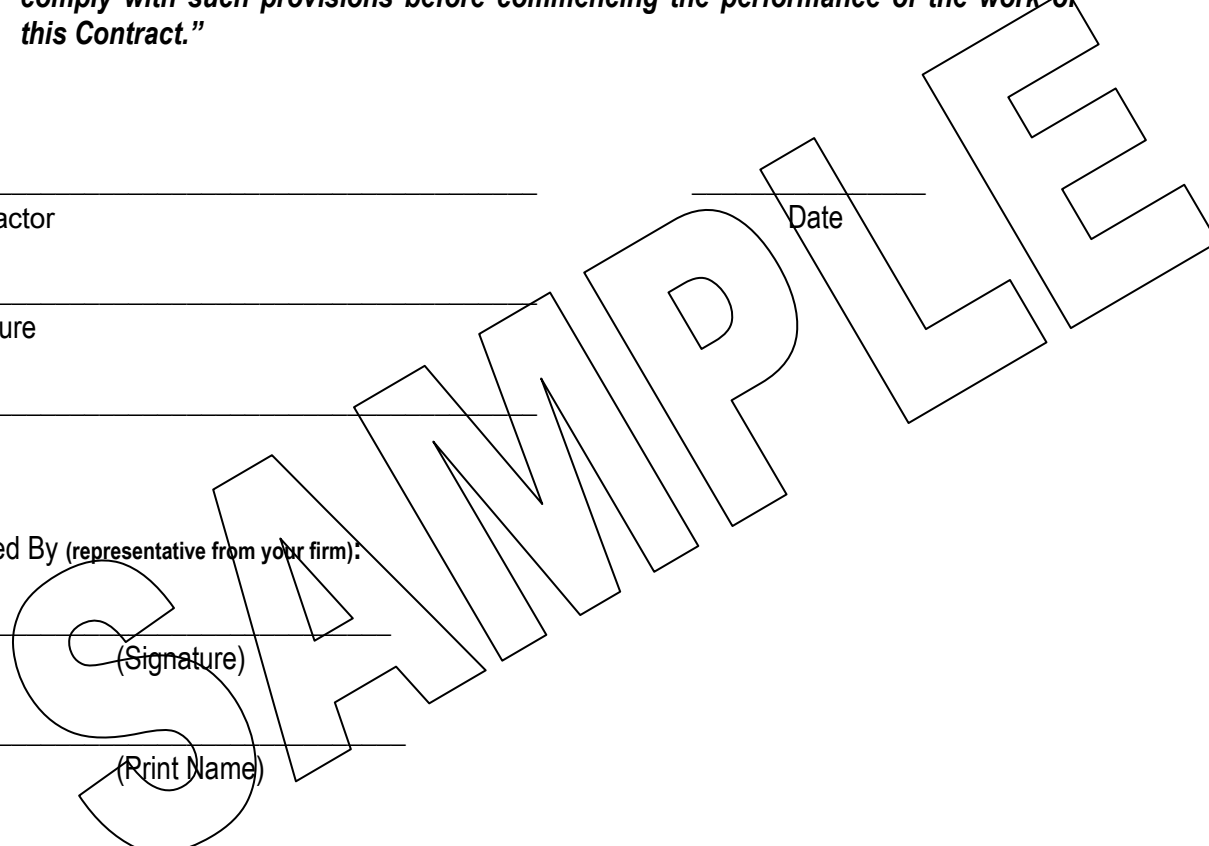
Signature

Title

Attested By (representative from your firm):

(Signature)

(Print Name)



One (1)New/Unused Ford Super Duty F-450 DRW XL 2WD	
<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER NOTE: AS SPECIFIED OR EXCEPTION</u>
Model and Trim Level	
F-450 XL	
Regular Cab & Chassis	
Wheelbase: 165 inches	
Cab to Axel: 84 inches	
Frame: Standard Heavy Duty, 36,000 frame	
Front Bumper: Full Width	
Tow Package: Standard tow package	
Taillights: Dual DOT approved	
Headlights: High-beam/Low beam	
Mirrors: Power Door mounted RH/LH sides	
Engine	
Displacement 7.3L V-8 Gas Engine	
Fuel Injection	
California Emissions System	
Transmission	
Automatic Torqshift 10-speed Automatic with PTO provision	
Auxiliary transmission cooler	
Axle & Gearing (Front & Rear)	
Front Axle: Standard Heavy Duty	
Rear Axle: Limited Slip 4.88 ratio (dual rear wheel model)	
Suspension	
Front: Standard heavy-duty with heavy duty gas shocks	
Rear: 11,000 lbs springs and axle rating, Standard leaf type with heavy duty gas shocks	
Power Brakes	
Front: Standard Disk-type	
Rear: Standard Disk-type	
Anti-Lock System front and rear	
Charging System and Battery	
Alternator: HD 200 Amp.	
Battery: 750 C.C.A.Minimum	
Cooling System	
Heavy duty Radiator (Super Cooling)	
Radiator overflow system	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD	
MINIMUM SPECIFICATIONS	BIDDER NOTE: AS SPECIFIED OR EXCEPTION
Interior	
Air bag	
Bench Seat: Full width cloth 40-20-40 split	
Floor covering: Black vinyl with insulation	
Steering Wheel: Standard Type	
Visors: Color-keyed vinyl with pockets	
Warning Chimes: Headlights-on, Seat belt, Key-in-ignition	
Door Trim Panels: Color-keyed with armrest	
Glove box: Locking, with light and colored keyed.	
Dome Light; Door switch type	
Headliner: color-keyed	
Hood Release: Inside	
Horn: OEM	
Instrument Panel (Dash) : Color-keyed full width pad, side window defroster, air register.	
Instrumentation: Includes four-gauge cluster with trip meter	
Key: Same key for ignition and locks with plastic head	
Rear view mirror: Day/Night	
12-volt power port	
Radio: Electronic AM/FM/CD stereo with digital clock	
Safety belts: Adjustable height front shoulder belts (three-point type)	
Glass: Standard Tint	
Windshield Wipers/Washer: Intermittent dual	
Power Windows	
Air Conditioning Factory	
Heater with defroster	
Wheels and Tires	
Tires: Seven (7) 225/70/19.5G BSW	
Wheels: Seven (7) 19.5" Steel wheels	
Fuel Tank	
40 Gallon capacity	
Paint	
Color: White (Brightest White Offered by Manufacture)	
Dump Body & all related items painted complete urethane gloss enamel White.	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD	
MINIMUM SPECIFICATIONS	BIDDER NOTE: AS SPECIFIED OR EXCEPTION
Other Requirements	
Keys: An additional three(3) ignition/door keys shall be provided.	
Dealer shall be responsible for licensing the vehicle with exempt plates.	
Tow Package shall include the receiver style trailer hitch, 2 inch ball and trailer electrical plug. The tow hitch and components shall be installed by utility bed manufacture	
Utility Body Specifications	
10' long I.D. x 8' wide O.D. all A-1011 steel constructed dump body.	
Side height @ 12" I.D. & Tailgate @ 18" I.D.	
Floor plate 7 ga. min. One piece no spliced weld seams.	
Sides: Double walled 10 ga. inner & 12 ga. outer.	
Crossbars: 3" 'I' beam on 12" centers.	
Long sill beams: 5" Str. Channel.	
Three -3- vertical side braces ea. side.	
¼ size Calif. Std. front body cab guard.	
Two (2) ea. rear ditch gate 'chute doors' @ opposing rear side corners.	
Lineal 'batch wall' / partition running down inside center of dump body @ 12" high matching side height. Beveled bottom corners ea. side full length. Top radiused 'cap' running full length.	
Class 30 Electric / Hydraulic Dump Hoist. 12 Volt power motor & pump. Full D.A. Cyl. & valve control.	
Full-length steel sub frame.	
6-Ton payload lift cap. min.	
Easy use push button controls in cab to raise & lower hoist.	
Pilot 'alert' warning light in cab dash for hoist activation.	
Underbody 'safety support' prop for service observations.	
All FMVSS L.E.D. clearance / marker sidelights.	
Aux. oval 60 series L.E.D. combo taillights in upper rear posts.	
Ford Factory chassis frame taillights re-located under dump ea. side.	
One Pair of rear / aft rubber mud flaps dump truck style attached.	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD

MINIMUM SPECIFICATIONS	BIDDER NOTE: AS SPECIFIED OR EXCEPTION
Additional Items To Be Included	
One ea. under body chassis frame mounted Tool Box C.S.; 36" Long 18" x 18" weathersealed door w/ key lock.	
Receiver tube hitch Class 4. Hitch insert to be included combo pintle & ball type. 6-Prong electric trailer light plug socket.	
Front equipment platform / deck between back of cab & front of dump body. Independently attached to chassis frame; 24" wide (front to rear) 95" long side to side.	
D.S. tool storage compartment to sit atop platform favoring D.S. Approx. dimensions: 24" high x 24" wide x 48" deep. Single fixed inside 'mid shelf'. Weather sealed door & key lock.	
90# Jackhammer storage 'holster' attached to chassis frame C.S., under dump body. (Chain / padlock securable)	
Under-hood engine belt drive Air Compressor. - V-MAC 150 CFM / 175 Max. PSI. - 50' spring retract air hose reel @ 3/4" hose. - Mounted on C.S. to top of deck platform. - 35 gl. air storage reservoir tank.	
Air after cooler 'Eliminator 70'.	
Filter / Regulator & Tool Lubricator. Single assy', in line w/ atomized tool oil air stream. Fully Installed / Ready For Use.	
Extra Lighting	
Work / Flood Lights. 1200 lumen 6 L.E.D.'s	
Swivel mount adjustable.	
Two (2) ea. on top of dump body cab shield guard facing rearward.	
Two (2) ea. on top side corners of cab guard facing rearward.	
Factory up fitter switches to activate lights / 1- switch per 2 lights	
Two (2) ea. top cab guard mounted Strobe Light Beacons.	
Whelen L-41AP series L.E.D. 'Amber'. W/ integrated 'branch protection guards'.	
Ea. strobe light mounted on independent self-leveling / swivel brackets. (For 'level' line of sight when dump body is raised)	
Both strobe lights switched together on single factory up fitter switch.	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD	
<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER NOTE: AS SPECIFIED OR EXCEPTION</u>
Other Requirements	
Complete drawings of completed vehicle including all Spec's & Items listed are required by City of Hesperia after vendor receipt of order for City approval.	
Dealer shall be responsible for licensing the vehicle with exempt plates.	
Vehicle must be delivered to the following address: 17282 Mojave Street, Hesperia California	
Special Instructions	
PROPOSED VEHICLE	
YEAR	
MAKE	
MODEL	

One (1)New/Unused Ford Super Duty F-450 DRW XL 2WD	
<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER NOTE: AS SPECIFIED OR EXCEPTION</u>
Model and Trim Level	
F-450 XL	
Regular Cab & Chassis	
Wheelbase: 193 inches	
Cab to Axel: 108 inches	
Frame: Standard Heavy Duty, 36,000 frame	
Front Bumper: Full Width	
Tow Package: Standard tow package	
Taillights: Dual DOT approved	
Headlights: High-beam/Low beam	
Mirrors: Power Door mounted RH/LH sides	
Engine	
Displacement 7.3L V-8 Gas Engine	
Fuel Injection	
California Emissions System	
Transmission	
Automatic Torqshift 10-speed Automatic with PTO provision	
Auxiliary transmission cooler	
Axle & Gearing (Front & Rear)	
Front Axle: Standard Heavy Duty	
Rear Axle: Limited Slip 4.88 ratio (dual rear wheel model)	
Suspension	
Front: Standard heavy-duty with heavy duty gas shocks	
Rear: 11,000 lbs springs and axle rating, Standard leaf type with heavy duty gas shocks	
Power Brakes	
Front: Standard Disk-type	
Rear: Standard Disk-type	
Anti-Lock System front and rear	
Charging System and Battery	
Alternator: HD 200 Amp.	
Battery: 750 C.C.A.Minimum	
Cooling System	
Heavy duty Radiator (Super Cooling)	
Radiator overflow system	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD	
<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER NOTE: AS SPECIFIED OR EXCEPTION</u>
Interior	
Air bag	
Bench Seat: Full width cloth 40-20-40 split	
Floor covering: Black vinyl with insulation	
Steering Wheel: Standard Type	
Visors: Color-keyed vinyl with pockets	
Warning Chimes: Headlights-on, Seat belt, Key-in-ignition	
Door Trim Panels: Color-keyed with armrest	
Glove box: Locking, with light and colored keyed.	
Dome Light; Door switch type	
Headliner: color-keyed	
Hood Release: Inside	
Horn: OEM	
Instrument Panel (Dash) : Color-keyed full width pad, side window defroster, air register.	
Instrumentation: Includes four-gauge cluster with trip meter	
Key: Same key for ignition and locks with plastic head	
Rear view mirror: Day/Night	
12-volt power port	
Radio: Electronic AM/FM/CD stereo with digital clock	
Safety belts: Adjustable height front shoulder belts (three-point type)	
Glass: Standard Tint	
Windshield Wipers/Washer: Intermittent dual	
Power Windows	
Air Conditioning Factory	
Heater with defroster	
Wheels and Tires	
Tires: Seven (7) 225/70/19.5G BSW	
Wheels: Seven (7) 19.5" Steel wheels	
Fuel Tank	
40 Gallon capacity	
Paint	
Color: White (Brightest White Offered by Manufacture)	
Utility Body & all related items painted complete urethane gloss enamel White.	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD	
MINIMUM SPECIFICATIONS	BIDDER NOTE: AS SPECIFIED OR EXCEPTION
Utility Body Specifications	
Pacific Body Model #158332054 VF painted white and installed	
14 GA Construction	
C.S. Compt. Arrangement 38"-24"-24"-40"-32"	
S.S. Compt. Arrangement 38"-48"-40"-32"	
C.S. #1 Compt. To have (2) each adjustable shelves C.S. #2 Compt. To have (2) each adjustable shelves C.S. #3 Compt, #4 Compt & #5 Compt omitted to floor level with underbody boxes	
There shall not be any wheel well modifications on floor; floor to remain flat	
C.S #4 Compt. To be reinforced and pre-wired for venturo ET 8 KX Crane with pedestal 2,700# cap. & (1) each set of #18500-CD Drop down outriggers Hold 35" from ground to top of deck if possible	
S.S. #1 Compt. to be raised 60" high with oxy and ace bottle brackets and louvers S.S. #2 Compt. to have (2) each adjustable shelves S.S. #3 horizontal Compt. To have (1) each adjustable shelf S.S. #4 Compt. omitted to floor level with underbody box	
3/16" Smooth deck plate on rear 32" platform	
S.S. Compt. Top to be structurally reinforced underneath and lined on top with 12 GA to support an air compressor and welder (welder and compressor not included)	
(2) each slat solid removable stake gates on C.S. 20" in from outside edge and 1 across rear per photo	
LED legal lights	
Old style rear step bumper with lights mounted in kick plate	
10,000# receiver hitch to pass through front of bumper channel 6 prong trailer connector Cover rear end panels with aluminum DIA plate	

One (1) New/Unused Ford Super Duty F-450 DRW XL 2WD	
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