

REQUEST FOR PROPOSAL

BID NO. 070-0201-18A

PETERBILT 10-WHEEL DUMP TRUCK

BID DUE DATE: 2 PM, February 13, 2018

I. GENERAL CONDITIONS:

- General Information The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at <u>1201 W. 4th Street</u>, <u>Antioch</u>, <u>CA 94509</u> at 2 PM, February 13, 2018.
- 2. Form of Bid The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof <u>prior</u> to the bid opening to the attention of Michelle Walker at <u>mwalker@ci.antioch.ca.us</u>. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date. www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm,
- 5. Bid Opening Bids shall be delivered to the Public Works Department of the City of Antioch located at <u>1201 W. 4th St. Antioch, 94509</u> on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- 6. Late Bids Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
- 7. No Bid If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
- 8. Award or Rejection The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website (Bid Documents). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable. The City reserves the right to reject any or all

bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- **9. Terms and Conditions -** The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- **10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- **11. Payment Terms -** Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- **12. FOB Point -** It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal Brand names and numbers, when used, are for reference to indicate the character or quality desired. The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that ecified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- **14. Tax** No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- **15. Samples -** When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished

free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.

- 16. Inspection All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- **17. Assignment -** No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid._Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and c) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

- **20. Liquidated Damages -** If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in finishing the contract.
- 21. Termination for Default The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

- 22. Termination for Convenience The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- **23. Fiscal Year -** Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- **24. Equal Opportunity** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
- 25. Business License The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided. A City of Antioch is NOT required with this contract.
- **26. Governing Law -** This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.
- 27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

- **28. Right to Audit --** The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- **29. Assignment --** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (1 5 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body

pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- 30. Surety Bonds The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed: No bonds are required for this contract.
- **31. Prevailing Wage -** Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to <u>mwalker@ci.antioch.ca.us</u>. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

- **32. Appeals** -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.
- **33. Contract Documents -** The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to <u>mwalker@ci.antioch.ca.us</u>, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
- 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. <u>Commercial General Liability (CGL):</u> Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property

damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2. <u>Automobile Liability</u>: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. <u>Workers' Compensation</u>: As required by the State of California.
- 4. <u>Employer's Liability</u>: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

- 5. <u>Builder's Risk</u>: Completed value of the project with no coinsurance penalty provisions for construction project.
- 6. <u>Professional Liability</u>: \$1,000,000 as needed for design/build and other professional services.
- 7. <u>Contractor's Pollution Liability:</u> \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

<u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles

or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

<u>Other Insurance Provisions:</u> The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 2. *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

<u>Certificate of Insurance and Endorsements:</u> Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

<u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

<u>Verification of Coverage:</u> Contractor shall furnish the Entity with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. 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.

<u>Subcontractors</u>: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS:

It is the intent of these specifications to describe the minimum requirements to purchase two (2) Peterbilt10 Wheel Dump Trucks. The dump trucks will be used to haul construction materials in and out of job sites. Other uses may include towing of equipment and material throughout the City such as backhoes, loaders, pipes and fittings, etc.

It is the responsibility of the bidder/supplier to ensure that the equipment specified adheres to all environmental, health, and safety requirements of federal, state, and local regulatory compliance requirements in effect at time of delivery. The equipment covered by these specifications shall be supplied as specified and must be manufactured new, unused, and also the latest model; complete with all necessary equipment and accessories. All separate units shall be installed, connected, and delivered in operating order.

Each bidder must supply a minimum of three references from agencies that have made similar purchases from the bidder. Each reference shall contain the: client name and contact information; equipment description and the date of purchase and delivery. Space is provided on the bid submittal sheets or letters of reference may be attached.

The manufacturer supplying the truck and dump body must be experienced in the design of dump truck equipment and furnish evidence of having supplied similar equipment, successfully operated, for at least 5 years. Bidder must attach proof of experience to the bid submittal sheets.

General Specification Requirements:

- a. The manufacturer supplying the truck and dump body must be experienced in the design of dump truck equipment and furnish evidence of having supplied similar equipment successfully operated for at least 5 years as noted on the bid submittal worksheet.
- b. The truck and body shall be new and unused, current year model and in accordance with supplied specification. Components not specifically mentioned but considered standard by the manufacturer shall be included. Any item listed on the manufacturers literature may not be removed unless it is to upgrade the component. Any upgrade or removal of standard equipment must be stated on the bid sheet.
- c. Bid proposals should describe in detail the warranties that will be provided with the truck and dump body as noted on the bid submittal worksheet.

Compliance Provisions:

- a. Prior to delivery the manufacturer will conduct a walkthrough to ensure all specifications have been met. During this time operation of all equipment must be tested to ensure safety and proper function.
- b. During the building process the City will be given the opportunity to inspect the vehicle on two separate occasions to ensure compliance with the specifications.
- c. Once the build is complete the manufacturer must obtain a weight certificate and provide it with the delivery paperwork.
- d. The City shall receive the finished product no later than 120 days from receipt of the purchase order.
- e. The successful bidder is responsible for all required DMV related paperwork.
- f. The successful bidder will provide an onsite demonstration of the functionality of the equipment. This demonstration will be scheduled with the fleet manager after delivery of the unit.
- g. Once the City has received the finished product there will be a time period for the City to install accessories specific to the City. The City will inform the successful bidder once the vehicle is completed and in service. The warranty shall not start until that date and the successful bidder will provide documentation of this agreed upon date.

INITIAL HERE _____

III. BID SUBMITTAL - PETERBILT 10 WHEEL DUMP TRUCK BID # 070-0201-18A

CONTACT NAME:
CONTACT PHONE:
CONTACT EMAIL:

A.) COSTS:

COST FOR TWO (2) PETERBILT 10 WHEEL DUMP TRUCKS	SALES TAX (8.75%)	TOTAL COST INCLUDING TAX	BID INCLUDES SUBSTITUTIONS EXCEPTIONS
			YES / NO

B.) REFERENCES:

CLIENT NAME & CONTACT INFORMATION	EQUIPMENT DESCRIPTION	PURCHASE DATE	DELIVERY DATE

C.) WARRANTIES:

TRUCK: _____ BODY:

D.) EXPERIENCE: Proof of experience attached to the bid submittal sheets YES / NO OFFICIAL BID SUBMITTAL

PAGE 2 OF 10

INITIAL HERE _____

CITY OF ANTIOCH PETERBILT 10-WHEEL DUMP TRUCK BID NO. 070-0201-18A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Terms or Cash Discount (if other than net 30 days)_		
Company Name		_
Contact Name		
Title		
Address		_
City/State/Zip		
Telephone	FAX	_
Email Address		
Contractor's License No.	Exp. Date	
City of Antioch Business License No.	Exp. Date	
Signature	Date	_

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS BID NO. 070-0201-18A <u>1201 W 4TH STREET</u> ANTIOCH, CA 94509 PAGE 3 OF 10

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

PETERBILT 10-WHEEL DUMP TRUCK

BID NO. 070-0201-18A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME _____

SIGNATURE _____

TITLE

Subscribed and sworn to before me by:

This ______ day of ______, 20_____

Notary Public

OFFICIAL BID SUBMITTAL PAGE 4 OF 10 INITIAL HERE _____

TECHNICAL BID SPECIFICATION FOR PETERBILT 10-WHEEL DUMP TRUCK

	ITEM	SPECIFICATIONS	SUBSTITUTIONS/EXCEPTIONS
1	Base Chassis	202" wheelbase, 132" cab to axle and 53" axle to frame.	
2	Frame Rails	Heat treated alloy steel (120,000 PSI yield); 11.625" steel rails to 444 in. Full frame steel inner liner. End frame with cross member.	
3	Bumper	Front full width, steel or aluminum with (2) frame mounted tow hooks.	
4	Axle – Front	Front - 14,000 lb. capacity Dana Spicer E1402I with PHP10 aluminum preset plus hubs.	
5	Axle - Rear	Rear – 40,000 lb. capacity Dana Spicer DSP41 with PHP10 aluminum preset plus hubs. 5.29 gear ratio with selectable differential locker.	
6	Suspension - Front	Front – tapered leaf spring and shackle type; 14,600 lb. capacity with heavy duty shock absorbers.	
7	Suspension - Rear	Rear – Hendrickson Haulmaax HMX400 40,000 lb. capacity with 54" axle spacing.	

OFFICIAL BID SUBMITTAL PAGE 5 OF 10 INITIAL HERE _____

	ITEM	SPECIFICATIONS	SUBSTITUTIONS/EXCEPTIONS
8	Brake System	Dual air system for straight truck application; includes: spring type brake chambers (4) rear parking, dust shields front and rear, filtered air compressor air supply lines, automatic slack adjusters front and rear, inversion and double check valve. Pull cords for all air tanks. In cab hand valve for trailer Bendix TCS-9000. SBM valve required.	
9	Brakes - Front	Air s-cam, 16.5" x 5"; includes 20 sq. in. brake chambers.	
10	Brakes - Rear	Air s-cam, 16.5" x 7"; includes 30 sq.in. spring actuated parking brake chambers.	
11	Drain Valve	Automatic, Bendix DV-2 with heater for air tank.	
12	Air Dryer	Bendix AD-IS EP with heater.	
13	Air Compressor	18.7 CFM, Stainless steel braided discharge line	
14	Steering Column	Tilting and telescoping.	
15	Steering Wheel	4 spoke 18" diameter.	
16	Steering Gear	Power, Ross TAS-85 or equivalent.	
17	Exhaust System	Vertical type mounted on the right side of vehicle with a 90° turnout and burn protection shield.	
18	Audible Warning	Back up alarm at 102DBA, (2) horns; electric and dual air type.	
19	Alternator	12 volt, 160 amp capacity minimum.	

OFFICIAL BID SUBMITTAL PAGE 6 OF 10 INITIAL HERE _____

	ITEM	SPECIFICATIONS	SUBSTITUTIONS/EXCEPTIONS
20	Battery	(2) Maintenance free 12 volt, 2000 CCA, steel battery box mounted on the driver side under or behind cab.	
21	Radio	AM/FM with electronic tuning, clock, speakers and noise suppression.	
22	Circuit breaker	Main panel manual reset SAE type III with trip indicator.	
23	Engine	 PACCAR PX-9 Diesel, CARB engine idling compliant with a minimum 350HP @ 2000RPM, 1000 ft/lb torque @ 1400 RPM, 2200RPM governed speed, remote mounted air cleaner with vacuator gauge. Key operated electric engine shutdown, magnetic oil drain plug, California emission certificate, spin on type oil filter, 22 quart oil sump, engine mounted water filter and primary and secondary engine mounted fuel filters. 	NO EXCEPTIONS ALLOWED
24	Cooling	Soldered down flow system with high performance core charge air cooler. 1000 square inch minimum capacity. Antifreeze protection to -30F, dehydration system with tank and sight glass. Premium radiator and heater hoses and a nylon fan.	
25	Governor	Electric with 62 MPH default.	
26	Transmission	Automatic Allison 3500 RDS-P. 5 speed configuration with wide ratio gears. Auto neutral activation when park brake applied. Monitors for fluid and filter condition. 1760 HD driveline with 1 mid-ship bearing.	NO EXCEPTIONS ALLOWED

OFFICIAL BID SUBMITTAL PAGE 7 OF 10 INITIAL HERE _____

	ITEM	SPECIFICATIONS	SUBSTITUTIONS/EXCEPTIONS
27	Fuel Tank	Top draw, round steel, 70 Gal. capacity with center step. Mounted on driver side under cab.	
28	Cab	108" aluminum with steel firewall and front floor sheets. High back air ride driver's seat. High back non air ride passenger seat. Molded door pads, Rugged rubber floor covering, thermal insulation package, dome light, 2 inside sun visors, 2 coat hooks, 2 cup holders and map bin in dash. 4 interior grab handles. Day cab rear window. One piece curved windshield. Emergency triangles and Fire extinguisher mounted in cab. 107db backup alarm.	
29	Glass	All tinted windows.	
30	Color - Exterior	Standard White	
31	Color - Interior	Dark grey, dark brown, dark blue or black	
32	Gauge Cluster	English w/ electronic speedometer, tachometer for air brake system, dual air pressure gauge w/ low air buzzer and light in cluster, cluster mounted gauges for oil pressure, water temperature, voltmeter and transmission temperature.	
33	Heating/Air conditioning	Heater, defroster and A/C, separate fan control, temperature and outside air, system charged with HFC-134A	
34	Access	Driver and passenger side exterior NFPA compliant grab handles, two exterior steps on each side of cab.	

OFFICIAL BID SUBMITTAL PAGE 8 OF 10 INITIAL HERE _____

	ITEM	SPECIFICATIONS	SUBSTITUTIONS/EXCEPTIONS
35	Wheels	22.5" painted steel, 10-Stud(11.25"BC) 8.25 DC rim, steel hubs, oil lubricated wheel bearings	
36	Tires	12R22.5 Bridgestone R268 Ecopia or equivalent Load Range H, 16 ply	
37	Trailer Hitch	Holland PH-210, 90,000 lb. max trailer weight, air slack type	
38	Electric Brake controller	Electronic type, mounted for driver convenience, wired to both trailer connectors	
39	Trailer Plugs	Both 7 way and 6 way hook ups, Glad hands for air brakes	
40	Beacon Strobe	(2) Code 3 LSS222, mounted on the highest point and visible from 25' rear of vehicle. (1) on each side of the vehicle. Must be LED lights.	

OFFICIAL BID SUBMITTAL PAGE 9 OF 10 INITIAL HERE _____

ITEN	SPECIFICATIONS	SUBSTITUTIONS/EXCEPTIONS
41 Bed	 Henderson dump body 15'x36" sides, 14 cubic yard capacity, class 100 mailhot hoist w/ 26 ton capacity trunnion mounted not inverted design, 14"h X 24"w ditch gate constructed of 1/4" steel with a chain/hook position holder, 1/4 AR400 floc with 10 gauge sides, front and tailgate. Grip strut steps on both sides near front of body. All lights must be LED. Steel mud flap guards at mud flaps. Cab shield, full length steps on each side, standard tailgate flush mounted ½" flame c pivots and 1" flame cut off set hinge plate w/ air operated tailgate locks operated from driver's se rear hinges shall be 2" diameter nitride pins connected through 2 1/1" hinge blocks incorporating greaseless composite bushings. Bed to be installed and painted white w/ a 6" blac stripe down the sides of the bed, Manufacturer must supply diagram of stripe to the City for approval of location prior to painting. Bed shall b equipped with shovel and broom holders per location specified by the City. Automatic PULLTARP to be installed specifically designed asphalt, Cylinder shall be warranted for 2 years and the body for 1 year. 	nd ut at, ck e

OFFICIAL BID SUBMITTAL PAGE 10 OF 10 INITIAL HERE _____

This area is provided if you need extra space to describe exceptions or substitutions; please indicate if you are submitting additional documentation relative to any of the line items:

LINE ITEM #	SUBSTITUTIONS OR EXCEPTIONS TO BID	DOCUMENTATION ATTACHED