



BID PACKAGE

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, RM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA
90210 (310) 285-2440

LEGAL NOTICE - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

- SECTION I:** REQUEST FOR BIDS
- SECTION II:** GENERAL INFORMATION AND INSTRUCTION
- SECTION III:** DETAIL SPECIFICATIONS
- SECTION IV:** BID FORM

(IF YOU CHOOSE NOT TO SUBMIT A BID, PLEASE COMPLETE PAGE 30)

Sealed proposals will be received only at the **Office of the City Clerk**, 455 North Rexford Drive, Beverly Hills, until 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I – REQUEST FOR BIDS

Date of Request: September 28, 2012

Bid Number: 13 - 10

**Item Description: TRACTOR, COMPACT FRONT-END WHEEL LOADER WITH
OPTIONAL TRADE-IN**

Bid Opening: October 18, 2012 @ 2:00 PM

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID.

THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND/OR ELECT NOT TO AWARD A BID.

(Continue to next page)

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. Bid deposits of unsuccessful bidders will be returned after the bid has been awarded. A successful bidder's bid deposit will be returned after he has entered into a written contract, or after a performance bond, if required, has been executed and accepted by the City.
2. The vendor's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause forfeiture of the bid deposit and removal from qualified Bidder's List.
3. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.
4. Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
5. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from his obligation nor change the terms of the contract.
6. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
7. Bidder shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
8. Each bidder shall submit in full this completed original BID DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
9. Bidders shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
10. Cash discounts shall be considered in the evaluation of the bids, except that payment periods of less than thirty (30) days will not be considered in award of this bid. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

11. Upon the award of the bid to the successful bidder, **if** insurance is required by the terms of this bid, the City will require evidence of such coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage will be specified in Section IV of this bid. **All insurance forms must be in a format acceptable to the City.**
12. The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.
13. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
14. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.
15. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
16. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.
17. Quantities specified in Section III are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
18. "Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."
19. For any questions regarding this bid, please contact Rene Biadoma at (310) 285-2484; rbiadoma@beverlyhills.org; or Craig Crowder at (310) 285-2490 ccrowder@beverlyhills.org

SECTION III – DETAILED SPECIFICATIONS

SUBSECTION A - TECHNICAL NOTES

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

IMPORTANT NOTICE - THIS SECTION III, SUBSECTION A, COMPLETED WITH REQUIRED INFORMATION AND/OR BIDDER'S EXCEPTIONS MUST BE ATTACHED TO AND RETURNED WITH SECTION IV - BID FORM.

BIDDER MUST EXPLAIN IN DETAIL ALL ITEMS OFFERED WHICH DO NOT CONFORM TO SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED BIDDER IS BIDDING "AS SPECIFIED."

SPECIFICATIONS FOR A NEW AND UNUSED TRACTOR, COMPACT WHEEL LOADER WITH MATERIAL-HANDLING (GRAPPLE) BUCKET

BIDDER'S EXCEPTIONS

I. GENERAL REQUIREMENTS

- a) The intent of the specification is to define the minimum technical and performance requirements for a Compact Wheel Loader Tractor with articulated steering. This piece of equipment will be assigned to the Department of Public Works & Transportation, Solid Waste Division.
- b) In all cases the completed machine must conform to all federal, state, and local laws applicable to this type of equipment.
- c) Tractor furnished to the City of Beverly Hills shall be a new and unused 2012 or newer model tractor.
- d) Trade-in offer is preferred (optional) for an existing piece of equipment specified in Group III. Equipment is available for inspection @ 9355 W. Third Street, Beverly Hills, CA 90210; POC: Craig Crowder (310) 285-2490; email: ccrowder@beverlyhills.org.
- e) In the event of acceptance of trade-in, successful bidder shall pickup equipment from Fleet Services yard.

II. TECHNICAL SPECIFICATIONS

- a) Front-end Loader articulated-steering Tractor
Kubota R520S Compact Wheel Loader or approved equal. Specify:
 MANUFACTURER: _____

BIDDER'S EXCEPTIONS

MODEL: _____

- b) Diesel engine
Kubota V2203-ME3, liquid-cooled, 4-cyl Diesel,
134.1 Cubic Inch displacement
CARB compliant and Tier IV certified
46HP @ 2600 RPM
- c) Drive train and Hydraulic pump
Transmission, Load Sensing
Number of speeds - 1 forward / 1 Reverse
Travel speed – up to 12.5 mph
Service brakes - Enclosed, Self Adjusting Wet Disc
Parking brake - Spring Applied, Hydraulic released
wet disc
Pump type and output:
 - / LST - 19.2 gpm @ 5,680 psi
 - / Main - 15.4 gpm @ 2,700 psi
 - / Charge - 4.5 gpm @ 285 psi
- d) Fluid Capacity
Fuel tank - 14.3 gal
Hydraulic system - 15.6 gal.
Hydraulic reservoir - 11.6 gal
- e) Dimensional Specifications
Overall height - 101.6"
Overall length (w/ Bucket & Weight) - 184.5"
Overall width (w/ out Bucket) - 69.3"
Overall operating height - 165.0"
Height to hinge pin - 10'10.3"
Dump angle fully raised - 41
Dump height - 8'9.2"
Reach fully raised - 33.9"
Digging depth - 1.8"
Wheelbase - 76.8"
Ground clearance - 12.8"
Tread - 53.5"
Angle of articulation (Each Way) 40 degrees

BIDDER'S EXCEPTIONS

- Frame oscillation (Each Way) 8 degrees
- f) **Lifting Specifications**
- Tipping load straight (SAE Rating):
- with Bucket - 5,190 lbs
 - with Pallet Forks - 3,870 lbs.
- Tipping load full turn (SAE Rating):
- with Bucket - 4,410 lbs.
 - with Pallet Forks - 3,250 lbs
- Operating load:
- with Bucket - 2,205 lbs.
 - with Pallet Forks - 1,625 lbs.
- Counter weight / Standard - 2,200 lbs.
- g) **Operating Specifications**
- Standard bucket capacity - .75 cubic yards
- Bucket breakout force - 7,425 lbs
- Draw bar pull - 6,170 lbs
- Loader clearance circle - 26'2.0"
- Operating weight - 8,980 lbs.
- Tires - 15.5/60-18 8-ply (foam-filled)
- h) **Operator control station**
- ROPS SAE compliant
- Suspension seat - adjustable with hip support, recliner, and retractable safety belt.
- Gauges and indicators: Standard
- Steering-column-mounted on-the-fly electric-shuttle shifting
- Rear-view mirror
- Digital LCD display
- Heavy-duty non-skid floor mat
- i) **Safety features**
- Engine emergency shutdown: Low oil pressure, and/or high temperature.
- Start only when shifter is in neutral and parking brake is engaged
- Alarm, back-up

BIDDER'S EXCEPTIONS

Horn

Decal, slow-moving vehicle, mounted

Steering lock, for service or transport

j) **Electrical**

60-Amp alternator.

Lights, on-road

Signal lights, L/R front & rear with emergency flasher

Brake lights

Four work lights (two front and two rear)

k) **Work Tool**

Bucket, Grapple type

l) **Miscellaneous Requirements**

Manuals: Parts, Operator, & maintenance

Four sets of keys

Operator familiarization

III. EQUIPMENT FOR TRADE-IN

- a) 2009 Kubota L5040GST Utility Tractor
 - Hourmeter reading at time of bid: 400 hours
 - 52 HP Kubota Diesel engine
 - 4-wheel drive
 - Glide-shift transmission
 - Wet-disc brakes
 - Category II 3-point hitch
 - Power steering
 - 2-post foldable ROPS
 - Independent 540 RPM PTO
 - Front turf tires - 29 x 12.50/15
 - Rear turf tires - 44 x 18/20
 - Loader mounting kit with joystick
 - HD roundback bucket w/ bolt-on edge - 72"
 - Skidsteer style quick coupler
 - Kubota deluxe sunshade canopy
 - Kubota rear ballast box

BIDDER'S EXCEPTIONS

- Front worklight kit - 2 Lights
- Rear worklight kit – 1 light
- Front spare wheel & tire
- Rear spare wheel & tire
- Pallet fork frame with 42" tines
- Gearmore grapple kit

- b) Photos of equipment for trade-in are shown below and on the next page.

KUBOTA L5040GST UTILITY TRACTOR





SUBSECTION B - SPECIAL REQUIREMENTS

1. The successful bidder will complete all documents and / or file all applications necessary to obtain exempt registration and license plates for vehicle(s) covered by this bid from the California Department of Motor Vehicles in the name of the **City of Beverly Hills, 455 North Rexford Drive, Beverly Hills, California 90210**, before the vehicles(s) are delivered. Ownership Certificate(s), Registration(s) and license plates must be delivered with the vehicle(s).
2. Delivery is an important consideration in award of this bid. Bidder will be strictly bound to his commitments.
3. Vehicle(s) covered by this bid, including all equipment and accessories, must comply with all requirements of the California Vehicle and Federal Motor Vehicle Safety Standards for 2006 vehicles, safety orders of the California Division of Industrial Safety, and American National Standards Institute for the manufacture, reconstruction, modification, maintenance, service, operation, and installation (where applicable) of sewer-rodding machine, including all amendments thereto.
4. Bidder is to state warranty period(s) on all vehicle(s).
5. City shall be the sole and final judge of compliance with bid specifications and reserves the exclusive right to award this bid in any manner it deems to be in the best interests of the City.

SECTION IV - BID FORM
(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, at prices indicated below:

Bid Proposal: \$ _____

Trade-in Price: \$ _____

Payment Terms: _____

Exceptions or Deviations attached (Check appropriate box) YES NO

Delivery: _____ (Number of Days)

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Email: _____

Person Submitting Bid: _____
(Print Name)

Title: _____

Signature: _____

F.O.B.

All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All bid proposals shall be exclusive of tax; City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

INSURANCE (applicable to successful bidder who may come into the City)

- (1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
- (2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.
- (3) **Workers Compensation** Insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 (One Million Dollars) per accident.

All insurance coverages shall be provided by insurers with a rating of B+; VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Work on City property covered by a purchase order cannot be commenced until certificates of insurance have been approved.

Please use the official City of Beverly Hills certificate of insurance form (attached). If you use another form, the following requirements must be met to make the certificates acceptable to the City:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability; and
2	have at least thirty (30) days written notice of cancellation.

All certificates of insurance must remain current until the purchase order expires or is sooner cancelled.

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL UPON RECEIPT OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is "NO BID", please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____

(Print Name)

(Signature)

(Title)

(Date)

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
 455 NORTH REXFORD DRIVE
 BEVERLY HILLS, CA 90210
(Attn: BID 13-10)

(END)