

BID NUMBER ITB FS 22-052

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King
411 West Ocean Boulevard, Lobby Level
Long Beach, California 90802



INVITATION TO BID

General Automotive Parts

CONTRACT NO. 36407

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
3. **AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
4. **CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
5. **DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Anaheim California ON THE 26 DAY OF August, 2022
CITY STATE MONTH

COMPANY NAME: Battery Systems Inc TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 3051 East La Palma Avenue CITY: Anaheim STATE: CA ZIP: 92806

PHONE: 310-667-9320 FAX: 310-742-2299

S/ [Signature] President
(SIGNATURE) (TITLE)

Rick Campbell

(PRINT NAME)

bids@batterysystems.net

(EMAIL ADDRESS)

S/ [Signature] Vice President
(SIGNATURE) (TITLE)

Keith Tougas

(PRINT NAME)

bids@batterysystems.net

(EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]
Director or Financial Management

Digitally signed by Sandra Tsang-Palmer
Date: 2022.10.28 08:01:34 -07'00'

Date

APPROVED AS TO FORM

Charles Parkin
CITY ATTORNEY

Deputy

BID NUMBER ITB FS 22-052

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King
411 West Ocean Boulevard, Lobby Level
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General Automotive Parts

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3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

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PHONE: 310-667-9320 FAX: 310-742-2299

S/ [Signature] President
(SIGNATURE) (TITLE)

Rick Campbell

(PRINT NAME)

bids@batterysystems.net

(EMAIL ADDRESS)

S/ [Signature] Vice President
(SIGNATURE) (TITLE)

Keith Tougas

(PRINT NAME)

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IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY _____

Director of Financial Management

Date

APPROVED AS TO FORM _____, 20____.

CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB FS 22-052

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King
411 West Ocean Boulevard, Lobby Level
Long Beach, California 90802



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PHONE: 310-667-9320 FAX: 310-742-2299

S/ [Signature] President
(SIGNATURE) (TITLE)

Rick Campbell bids@batterysystems.net
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Vice President
(SIGNATURE) (TITLE)

Keith Tougas bids@batterysystems.net
(PRINT NAME) (EMAIL ADDRESS)

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NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY _____ Date _____
Director of Financial Management

APPROVED AS TO FORM

October 24, 20 22.

CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

BID NUMBER ITB FS 22-052

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

The following information is submitted regarding the Bidder:**Legal Form of Bidder:**

Corporation ☒ State of California
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☐ State of _____

Composition of Ownership (more than 51% of ownership of the organization):**OPTIONAL****Ethnic (Check one):**

☐ Black ☐ Asian ☐ Other Non-white
☐ Hispanic ☐ American Indian ☒ Caucasian

Non-ethnic Factors of Ownership (check all that apply):

☒ Male ☐ Yes - Physically Challenged ☐ Under 65
☐ Female ☐ No - Physically Challenged ☐ Over 65

Is the firm certified as a Disadvantaged Business? ☐ Yes ☒ No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

☐ Yes ☒ No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY
CONTACTING 562-570-6200.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

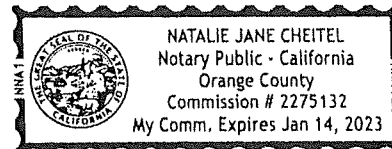
On May 16, 2022 before me, Natalie Cheitel, Notary Public
(insert name and title of the officer)

personally appeared Chris Tschombor, Regional Manager,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Natalie J. Cheitel (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER
Regional Manager
- TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):
Battery Systems Inc

DESCRIPTION OF ATTACHED DOCUMENT

Debarment Certification

TITLE OR TYPE OF DOCUMENT

1

NUMBER OF PAGES

May 13, 2022

DATE OF DOCUMENT

None

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlir> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 411 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: N/A - Battery Systems does not use subcontractors

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: N/A

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be submitted electronically in our electronic bidding system on or before the due date. Bids will not be accepted after the date and time stated herein. You are REQUIRED to MAIL ONLY the signed WET signature page, notary document or any additional documents for signatures. YOU CANNOT DELIVER TO CITY HALL

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK – ATTN: Michelle King

411 W OCEAN BLVD/LOBBYLEVEL

LONG BEACH CA 90802

BID DUE DATE: June 21, 2022

TIME: 11:00 am

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

Michelle King

BUYER

(562) 570-6020

TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

Bid protest procedures are in the bid document. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO _____

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

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

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

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

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

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

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

PROJECT OVERVIEW

The City of Long Beach is seeking bids to furnish and deliver General Automotive Parts for its vast Fleet of vehicles. The fleet consists of approximately 1,600 vehicles and 600 off-road units, trailers, and auxiliary units from a variety of manufacturers. The general contract term is two (2) years with the option to renew for three (3) additional one-year periods.

BID TIMELINE – All times are Pacific Time

Bid release date:	May 3, 2022
Questions/approved equals due:	May 18, 2022 by 11:00 am
Response from City to bidder:	June 2, 2022
Bid due date:	June 21, 2022 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

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

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

<u>X</u>	Signed Bid Cover Page
<u>X</u>	California All Purpose Acknowledgment, Notarized (if applicable)
<u>X</u>	Debarment Certification Form (Attachment A)
<u>X</u>	Reference List (Attachment B)
<u>X</u>	W-9 Form (Attachment C)
<u>X</u>	Insurance Requirement (Attachment D)
<u>X</u>	Equal Benefits Ordinance (EBO) (Attachment E)
<u>X</u>	Secretary of State Certification Print-Out (Attachment F)
<u>X</u>	Local Preference (Attachment E)
<u>N/A</u>	Local Preference Ordinance (Information Only)

METHOD OF SUBMISSION:

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

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

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

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

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

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

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

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

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

ITB FS GENERAL AUTOMOTIVE PARTS

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, June, 21, 2022. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

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

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to three additional periods of one year each in accordance with terms and conditions stated herein

EXTENSION OPTION:

This Contract is subject to extension for three additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor.

AWARD

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

RIGHT TO REJECT BID

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

REFERENCES

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the

protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

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

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

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

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

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

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records

of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

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

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

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

COPYRIGHT

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

INVENTORY

State approximate inventory value for automotive and truck replacement parts maintained in stock at stated location. \$ 10,000

All deliveries shall be made FOB Destination specified by the City.

Deliveries shall be made to destinations within four (4) hours after receipt of order.

On special order or infrequently used parts and accessories not normally stocked in the Los Angeles area that are available only from the factory, delivery shall be made **within seven (7) working days unless overnight delivery is requested.**

Provision shall be made at Contractor's place of business for filling will-call orders for replacement parts **within two (2) hours.**

ADEQUATE STOCK

Contractor shall be required to maintain adequate stock for timely deliveries, emergency and fill-in orders, as needed by the City. Contractor must have authorization from manufacturer to distribute contracted items.

The City reserves the right to inspect Contractor's stock area at Contractor's facility during normal business hours prior to award of the Contract.

The City reserves the right to inspect Contractor's stock area at Contractor's facility any time during term of this Contract without notice during regular business hours.

Contractor will allow the City a 100% annual rate of stocked parts. The Contractor will accept 100% return of all unused parts purchased within 30 days.

In general, Contractor for a period 12 months shall warrant parts after the sale. However, the Contractor shall guarantee shelved parts stocked by the City to be free from defects starting from the time of installation with proper documentation for a period of 12 months.

DELIVERY REQUIREMENTS

All deliveries shall be made F.O.B. to destinations specified by the City.

Deliveries shall be made within 24 hours after receipt of verbal, faxed, written or electronic order from the City.

For infrequently used special order parts and accessories not normally stocked in the Los Angeles area, notification of estimated time of arrival must be given to the City as soon as possible.

Back ordered stock parts shall be completed within ten (10) working days after date of receipt of initial order unless other arrangements are made in writing.

An invoice that includes unit and extended pricing shall accompany all deliveries.

WILL-CALLS

Provisions shall be made at supplier's place of business for promptly filling will-call orders for parts and accessories within one (1) hour after receipt of verbal, written or electronic order from the City. The City's Purchase Order or MUNIS Contract Number and Stockroom's tracking number will printed on the invoice.

An invoice that includes unit and extended pricing shall accompany all orders

Contractor will be given a list of City personnel who are authorized to place will-call orders and must adhere to list of names provided.

When authorized by the City in advance, the City shall pay 'next day' shipping or air freight charges for emergency items that are not in stock.

Bidder shall state location of facility that will process orders:

ON-LINE CATALOGS

Does your company currently have on-line ordering: Yes _____ No _____

If the answer is no, does your company plan to have on-line ordering within the next twelve months: Yes _____ No _____

If your company currently provides for on-line ordering, provide with the bid as a separate attachment any information pertaining to your company's on-line catalog and internet ordering (including the web address/URL).

SUMMARY BILLING

THE CITY WILL NOT PAY BASED ON INDIVIDUAL INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE:

Contractor shall submit an original plus two copies of the Monthly Summary Invoice, on Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number and cost for each invoice, along with a total cost

for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment in due course of payments.

PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from Manufacturer's Published Price Lists. Percentage discounts shall not be decreased but may be increased for the duration of the Contract and cost plus percentages shall not be increased but may be decreased for the duration of the Contract, but said Manufacturer's Price Lists may be subject to fluctuation in accordance with changes issued by the Manufacturer. Price Lists, which must be submitted with the bid, must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If the prices on the Price Lists are raised, the City reserves the right to accept such raises or to cancel such items from the Contract. Contractor shall immediately notify the City of such price increase, and shall immediately give to the City the benefit of any decline in prices upon the Manufacturer's effective date of such decline. Changes in price shall be effective on the date the notice of change is received by the City Purchasing Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Specifications and conditions in this bid shall supersede any conflicting conditions in Price Lists

FUTURE AMENDMENTS

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

PAYMENT TERMS

Net _____; _____% discount in _____ days.

VENDOR CONTACT INFORMATION

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

Contact Name: _____

Contact Direct Phone: _____

Contact Fax: _____

Contact E-mail: _____

VENDOR'S EMPLOYEES

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

**BID SECTION
BATTERIES AC DELCO**

Section	Description	UM	QTY	Manufacturer	Cost
General Auto Battery	ACD31TS AMP105	EA	870	AC DELCO	input cost electronically
General Auto Battery	65FLEET AMP78	EA	1005	AC DELCO	input cost electronically
General Auto Battery	ACD78-60 AMP61	EA	205	AC DELCO	input cost electronically
General Auto Battery	ACD75-60 AMP52	EA	35	AC DELCO	input cost electronically
General Auto Battery	65PG AMP83	EA	1365	AC DELCO	input cost electronically
General Auto Battery	31-900CT AMP105	EA	1160	AC DELCO	input cost electronically
General Auto Battery	00544-21181-320 (Prius Aux Batt)(Toyota)	EA	10	AC DELCO	input cost electronically
General Auto Battery	94RPG	EA	20	AC DELCO	input cost electronically
General Auto Battery	48GHR	EA	20	AC DELCO	input cost electronically
General Auto Battery	31C1000HRT	EA	20	AC DELCO	input cost electronically

Dealer Cost Column _____ % (cost plus)

BID SECTION
BATTERIES ODYSSEY & OPTIMA

Section	Description	UM	QTY	Manufacturer	Cost
BATTERY, DRY CELL	OPT-34	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-34/78	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-34M	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-34R	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-35	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-75/25	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-D31A	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-D31M	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-D34	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	OPT-D34/78	EA	5	OPTIMA	input cost electronically
BATTERY, DRY CELL	PC1200	EA	500	ODYSSEY	input cost electronically
BATTERY, DRY CELL	PC1400	EA	5	ODYSSEY	
BATTERY, DRY CELL	PC1500	EA	10	ODYSSEY	input cost electronically
BATTERY, DRY CELL	PC1750	EA	5	ODYSSEY	input cost electronically
BATTERY, DRY CELL	PC2150	EA	5	ODYSSEY	input cost electronically
BATTERY, DRY CELL	PC625	EA	5	ODYSSEY	input cost electronically
BATTERY, DRY CELL	PC680	EA	5	ODYSSEY	input cost electronically
BATTERY, DRY CELL	PC925	EA	5	ODYSSEY	input cost electronically

Dealer Cost Column _____ % (cost plus)

BID SECTION
BATTERIES TROJAN DEEP CYCLE

Section	Description	UM	QTY	Manufacturer	Cost
Deep Cycle Battery	8D-AGM AMP 230	EA	5	TROJAN	input cost electronically
Deep Cycle Battery	31-AGM AMP 110	EA	5	TROJAN	input cost electronically
Deep Cycle Battery	J150 AMP150	EA	5	TROJAN	input cost electronically
Deep Cycle Battery	T-105 AMP225	EA	10	TROJAN	input cost electronically
Deep Cycle Battery	T-125 AMP235	EA	25	TROJAN	input cost electronically

Dealer Cost Column _____ % (cost plus)

**BID SECTION
BEARINGS & SEALS**

Section	Description	UM	QTY	Manufacturer	Cost
Seal	370048A	EA	5	National Seal	input cost electronically
Seal	370023A	EA	50	National Seal	input cost electronically
Seal	370001A	EA	5	National Seal	input cost electronically
Bearing	JLM506810	EA	115	National Bearing	input cost electronically
Seal	27394	EA	100	Chicago Rawhide/SKF	input cost electronically
Bearing	LM501349	EA	120	National Bearing	input cost electronically
Bearing	LM501310	EA	150	National Bearing	input cost electronically
Bearing	JLM506849	EA	125	National Bearing	input cost electronically
Seal	370003A	EA	15	National	input cost electronically
Seal	2081	EA	10	National	input cost electronically
Seal	4148	EA	5	National	input cost electronically
Bearing	25880	EA	10	National	input cost electronically
Bearing	A12	EA	10	National	input cost electronically
Bearing	203FF	EA	5	National	input cost electronically

Dealer Cost Column _____ % (cost plus)

**BID SECTION
BELTS & HOSES**

Section	Description	UM	QTY	Manufacturer	Cost
Radiator Hose	21631	EA	10	Gates	input cost electronically
Belt	K060923	EA	170	Gates	input cost electronically
Belt	K060930	EA	40	Gates	input cost electronically
Belt	JK6-455-D	EA	20	Motorcraft	input cost electronically
Belt	K060915	EA	80	Gates	input cost electronically
Belt	K080774	EA	20	Gates	input cost electronically
Belt	9345HD	EA	5	Gates	input cost electronically
Belt Tensioner	38189	EA	65	Gates	input cost electronically
Idler Pulley	36100	EA	45	Gates	input cost electronically
Belt	K080690	EA	20	Gates	input cost electronically

Dealer Cost Column _____ % (cost plus)

**BID SECTION
CHEMICALS**

Section	Description	UM	QTY	Manufacturer	Cost
Red Paint	2116	EA	55	Krylon	input cost electronically
Blue Paint	1909	EA	15	Krylon	input cost electronically
Silicone Lubricant	08877	EA	15	3M	input cost electronically
General Adhesive	08987	EA	15	3M	input cost electronically
Ignition Kote	909	EA	10	McKay	input cost electronically
JB Weld	8265S	EA	20	JB Weld	input cost electronically
Super Glue	82190	EA	140	Permatex	input cost electronically
Blue RTV	81724	EA	15	Permatex	input cost electronically
Cleaner	10160	EA	505	Armorall	input cost electronically
Cleaner	30200	EA	510	Armorall	input cost electronically
Lubricant	490040	EA	175	WD40	input cost electronically
Disc Brake Quiet	05017	EA	25	CRC	input cost electronically
Brake Cleaner	FVPNCBCVOC10-15	EA	6375	FVP	input cost electronically
Power Steering Fluid	SL2631	EA	515	CRC	input cost electronically
Lubricant	16PB	EA	120	Power Blaster	input cost electronically
Windshield Solvent	M506	EA	2305	Gunk	input cost electronically
Dot 3 Brake Fluid	2224	EA	55	Johnsen	input cost electronically

Dealer Cost Column _____ % (cost plus)

**BID SECTION
FILTRATION**

Section	Description	UM	QTY	Manufacturer	Cost
Fuel Filter	33097	EA	25	Wix	input cost electronically
Air Filter	46134	EA	545	Wix	input cost electronically
Air Filter	46770	EA	95	Wix	input cost electronically
Air Filter	46771	EA	45	Wix	input cost electronically
Air Filter	Ah8501	EA	100	Wix	input cost electronically
Air Filter	46935	EA	25	Wix	input cost electronically
Oil Filter	51348	EA	1460	Wix	input cost electronically
Oil Filter	51372	EA	2690	Wix	input cost electronically
Oil Filter	51971	EA	175	Wix	input cost electronically
Oil Filter	57060	EA	285	Wix	input cost electronically
Oil Filter	57502	EA	1510	Wix	input cost electronically
Trans Filter	58955	EA	635	Wix	input cost electronically
Fuel Filter	FD-4606	EA	50	Motorcraft	input cost electronically
P/S Filter	57133	EA	5	Wix	input cost electronically
Oil Filter	FL-1995	EA	190	Motorcraft	input cost electronically
Oil Filter	FL-2016	EA	135	Motorcraft	input cost electronically
Oil Filter	51478	EA	179	Wix	input cost electronically
Air Filter	46556	EA	139	Wix	input cost electronically
Fuel Filter	33416	EA	125	WIX	input cost electronically
Oil Filter	WL10107	EA	55	Wix	input cost electronically
Oil Filter	3202HUBB	EA	327	Hubb	input cost electronically
Oil Filter	3204HUBB	EA	124	Hubb	input cost electronically
Filter Element	4003HUBB	EA	375	Hubb	input cost electronically

BID SECTION
HEAVY DUTY BRAKE PARTS

Section	Description	UM	QTY	Manufacturer	Cost
Disc Brake Pads	KIT15625PM	EA	20	Rockwell/Meritor	input cost electronically
Disc Brake Rotor	3218J1076	EA	6	Rockwell/Meritor	input cost electronically
Slack Adjuster	R802354	EA	20	Rockwell/Meritor	input cost electronically
Slack Adjuster	R803024	EA	40	Rockwell/Meritor	input cost electronically
Slack Adjuster	R803025	EA	30	Rockwell/Meritor	input cost electronically
Slack Adjuster	R803048	EA	70	Rockwell/Meritor	input cost electronically
Slack Adjuster	R803049	EA	75	Rockwell/Meritor	input cost electronically
Disc Brake Spring Kit	KIT15018	EA	50	Rockwell/Meritor	input cost electronically
Brake Shoe Spring Kit	R507064	EA	230	Rockwell/Meritor	input cost electronically
Brake Shoe Kit	TDAXK2124726E	EA	190	Rockwell/Meritor	input cost electronically
Clevis Yoke	R810009	EA	20	Rockwell/Meritor	input cost electronically
Brake Drum	66866	EA	85	Webb	input cost electronically
Brake Drum	66864	EA	215	Webb	input cost electronically
Brake Shoe Kit	NB10884711QKIT	EA	420	Rockwell/Meritor	input cost electronically
AD9 Cart Kit	107796(New)	EA	65	Bendix	input cost electronically
R12 Valve	103009(New)	EA	5	Bendix	input cost electronically
PP1 Valve Kit	287600	EA	30	Bendix	input cost electronically
Axle Gasket	450877	EA	215	Chicago Rawhide	input cost electronically
Hub Cap Kit	343-4009	EA	95	Stemco	input cost electronically
Hub Cap Plug	359-5990	EA	55	Stemco	input cost electronically
30/30 Dual Brake Chamber STD	3430051	EA	80	MGM	input cost electronically
Dash Valve, PP-DC	800034	EA	20	Bendix	input cost electronically
Brake Shoe Kit	XK3124709E2	EA	115	Eaton	input cost electronically
T24 Single Brake Chamber	MA36240	EA	20	Midland	input cost electronically
T16 Single Brake Chamber	MA36160	EA	5	Midland	input cost electronically
Brake Spring Kit	MK39	EA	640	BWP	input cost electronically
Dash Valve, MV3	800573	EA	15	Bendix	input cost electronically
PP-1 Valve, 1/8"	276567	EA	10	Bendix	input cost electronically
D2 Governor	275707N	EA	20	Bendix	input cost electronically
AD-9 Air Dryer	065225	EA	30	Bendix	input cost electronically
Brake Shoe Kit	XK2124707QPMB	EA	215	Rockwell/Meritor	input cost electronically
Brake Drums	66854	EA	170	Webb	input cost electronically
Disc Brake Pad	KIT2252H2CG	EA	110	Meritor	input cost electronically
Yellow Park Brake Knob	248433	EA	60	Bendix	input cost electronically
Yellow Brake Knob	291174	EA	5	Bendix	input cost electronically
30/30 Dual Brake Chamber L/S	3230051	EA	165	MGM	input cost electronically
Brake Drum	66862	EA	20	Webb	input cost electronically
24/24 Dual Brake Chamber	179.SB2424S	EA	10	Automann	input cost electronically
Disc Brake Rotor	23123642015	EA	20	Meritor	input cost electronically
Cartridge,Wabco Saver 1200	4329012482	EA	10	Wabco	input cost electronically

Dealer Cost Column _____ % (cost plus)

**BID SECTION
LIGHT DUTY BRAKES**

Section	Description	UM	QTY	Manufacturer	Cost
Brake Pads	MKD785	EA	30	Bendix	input cost electronically
Brake Pads	MKD833	EA	145	Bendix	input cost electronically
Brake Pads	MKD1012	EA	100	Bendix	input cost electronically
Brake Pads	BRSD655	EA	55	Motorcraft	input cost electronically
Brake Pads	BRSD711	EA	10	Motorcraft	input cost electronically
Brake Pads	BRF1040	EA	450	Motorcraft	input cost electronically
Brake Pads	BRF1401	EA	2260	Motorcraft	input cost electronically
Brake Rotor	BRRF266	EA	835	Motorcraft	input cost electronically
Brake Rotor	BRRF271	EA	585	Motorcraft	input cost electronically
Brake Pads	BR1680	EA	20	Motorcraft	input cost electronically

Dealer Cost Column _____ % (cost plus)

**BID SECTION
LIGHTING**

Section	Description	UM	QTY	Manufacturer	Cost
Mirror	12182	EA	25	Grote	input cost electronically
Mirror	12173	EA	50	Grote	input cost electronically
Mirror	12020	EA	405	Grote	input cost electronically
Grommet	91740	EA	40	Trucklite	input cost electronically
Light	50232	EA	50	Grote	input cost electronically
Housing	64930	EA	30	Grote	input cost electronically
Trailer Socket	16-726	EA	5	Phillips	input cost electronically
Trailer Socket	16-730	EA	15	Phillips	input cost electronically
Relay	87401	EA	10	Hella	input cost electronically
Relay	87423	EA	30	Hella	input cost electronically
Trailer Plug	1235	EA	15	Cole Hersee	input cost electronically
Solenoid	24106	EA	10	Cole Hersee	input cost electronically
Spotlight Handle	6701-0101	EA	15	Unity	input cost electronically
Marker Light	10251R	EA	5	Trucklite	input cost electronically
Marker Light	10251Y	EA	35	Trucklite	input cost electronically
Mirror Bracket	704068	EA	5	Velvac	input cost electronically
Headlight	H6054	EA	55	Wagner	input cost electronically
Bulb	3157	EA	1255	CEC	input cost electronically
Mirror	600932	EA	295	Retrac	input cost electronically
Mirror Head	610216	EA	25	Retrac	input cost electronically
Lamp	9003	EA	95	CEC	input cost electronically
Lamp	9007	EA	450	CEC	input cost electronically
Flasher	44710	EA	235	Grote	input cost electronically
Back Up Alarm	530	EA	65	ECCO	input cost electronically
Lamp	78159	EA	20	Wagner	input cost electronically

Dealer Cost Column _____ % (cost plus)

BID SECTION
MISCELLANEOUS PARTS

Section	Description	UM	QTY	Manufacturer	Cost
Radiator Cap	10229 STANT	EA	30	Stant	input cost electronically
Radiator Cap	10231	EA	55	Stant	input cost electronically
Fuel Cap	10817	EA	10	Stant	input cost electronically
Ignition Coil	SPP39E	EA	380	Standard	input cost electronically
Spark Plug Coil Pack	FD503	EA	1590	Standard	input cost electronically
Shock/Strut	ASH12273	EA	85	Motorcraft	input cost electronically
Shock	ASH12277	EA	145	Motorcraft	input cost electronically
Shock Absorber	550055	EA	5	Monroe	input cost electronically
Outer Tie Rod	ES3631	EA	110	Moog	input cost electronically
Inner Tie Rod	EV80191	EA	10	Moog	input cost electronically
Spark Plug Wire Set	748KK	EA	5	AC Delco	input cost electronically
Water Pump	PW464	EA	80	Motorcraft	input cost electronically
Water Pump	PW494	EA	5	Motorcraft	input cost electronically
Wiper Blades	31-24	EA	315	Anco	input cost electronically
Wiper Blades	31-22	EA	3300	Anco	input cost electronically
Wiper Blades	31-18	EA	270	Anco	input cost electronically
Relay	332209150	EA	5	Bosch	input cost electronically
Convex Mirror	12173	EA	50	Grote	input cost electronically
Chevron Mirror	600932	EA	10	Retrac	input cost electronically
Lug Nut	611-115	EA	5	Dorman	input cost electronically
Trailer Plug	63-0174	EA	15	Phillips	input cost electronically
AC Compressor	YCC318	EA	5	Motorcraft	input cost electronically
Power Outlet	56415	EA	20	Dorman	input cost electronically
A/C Valve	YF3290	EA	125	Motorcraft	input cost electronically
Tstat Gasket	35489	EA	50	Fel Pro	input cost electronically
Differential Gasket	RDS55341	EA	35	Fel Pro	input cost electronically
Radiator	CU2852	EA	20	Spectra-Premium	input cost electronically
Back up Alarm	DT800	EA	50	Ecco	input cost electronically
Relay	D1780C	EA	15	AC Delco	input cost electronically
Relay	D7065C	EA	5	AC Delco	input cost electronically
Flasher	44710	EA	65	Grote	input cost electronically
Radiator Cap	10238	EA	240	Stant	input cost electronically
Alternator	GL-671	EA	20	Motorcraft	input cost electronically
Alternator (Remanufactured)	GL-8725-RM	EA	10	Motorcraft	input cost electronically
Condensor	YJ-564	EA	5	Motorcraft	input cost electronically
Condensor	YJ-503	EA	25	Motorcraft	input cost electronically
Motor & Fan	RF--272	EA	250	Motorcraft	input cost electronically
Fuel Cap	10840	EA	15	Stant	input cost electronically
A/C Tube	YF-2882	EA	5	Motorcraft	input cost electronically
Radiator	CU 2610	EA	10	Spectra Premium	input cost electronically
Mirror	12020	EA	50	Grote	input cost electronically

Dealer Cost Column _____ % (cost plus)

Section	Description	Part Number	UM	QTY	Manufacturer	Cost
Tires	TPMS VALVE STEM SENSOR	9L3Z-1A189-A	Ea	250	MOTORCRAFT	input cost electronically
Tires	TPMS VALVE STEM SENSOR	TPMS-12	Ea	250	MOTORCRAFT	input cost electronically
Tires	SENSOR, TPMS	13540600	Ea	250	GENERAL MOTORS	input cost electronically
Tires	TPMS SENSOR, FRONT	13598771	Ea	200	GENERAL MOTORS	input cost electronically
Tires	SENSOR, TPMS	20923680	Ea	200	DEFAULT_MFG	input cost electronically
Tires	SENSOR, TPMS	6F2Z-1A189-A	Ea	100	MOTORCRAFT	input cost electronically
Tires	BAND 16", TPMS	6F2Z-1A193-C	Ea	150	MOTORCRAFT	input cost electronically
Tires	BAND, TPMS	6F2Z-1A193-D	Ea	150	MOTORCRAFT	input cost electronically
Tires	TPMS VALVE STEM SENSOR	9L3Z-1A189-A	Ea	50	MOTORCRAFT	input cost electronically
Tires	SENSOR, TPMS	TPMS-3	Ea	50	MOTORCRAFT	input cost electronically
Tires	BAND, TPMS	TPMS-8	Ea	50	MOTORCRAFT	input cost electronically
Tires	SENSOR, TPMS	TPMS3 MC	Ea	50	MOTORCRAFT	input cost electronically
Tires	SENSOR, TPMS	TPMS3	Ea	50	MOTORCRAFT	input cost electronically
Tires	OUTER WHEEL NUT R/H	M3394R	Ea	500	PC Products	input cost electronically
Tires	OUTER WHEEL NUT R/H	M3394R BWP	Ea	500	PC Products	input cost electronically
Tires	OUTER WHEEL NUT R/H	M3394	Ea	500	PC Products	input cost electronically
Tires	WHEEL BALANCE LED	FE1450	Ea	50	PC Products	input cost electronically
Tires	STUD, WHEEL RH	E9010R	Ea	500	PC Products	input cost electronically
Tires	OUTER WHEEL NUT R/H	E5977R	Ea	50	PC Products	input cost electronically
Tires	OUTER WHEEL NUT R/H	E59777R	Ea	50	PC Products	input cost electronically
Tires	OUTER WHEEL NUT R/H	E-5977R	Ea	50	PC Products	input cost electronically
Tires	WHEEL RIM ASY	DG1Z-1015-ACP	Ea	10	FORD	input cost electronically
Tires	WHEEL, 17X7.5 BLK STEEL, TAHOE	9596468	Ea	10	GENERAL MOTORS	input cost electronically
Tires	WHEEL RIM ASY	8C3Z-1015-K	Ea	15	FORD	input cost electronically
Tires	ALUMINUM WHEEL, 22.5X8.25	883673	Ea	25	ALCOA	input cost electronically
Tires	22.5X12.25 BUDD ALLUM WHEEL	8230618	Ea	20	ALCOA	input cost electronically
Tires	WHEEL, RIM	7W7Z-1007-CCP	Ea	10	FORD	input cost electronically
Tires	WHEEL, CROWN VIC	7W7Z-1007-C	Ea	10	FORD	input cost electronically
Tires	WHEEL, CROWN VIC	7W73-1007-CA	Ea	10	FORD	input cost electronically
Tires	OUTER WHEEL NUT R/H	59777R	Ea		PC Products	input cost electronically
Tires	WHEEL STUD	2C2Z-1107-AA	Ea	500	FORD	input cost electronically
Tires	Sensor TPMS Toy	42607-33012	Ea	20	Toyota	input cost electronically
Tires	Sensor TPMS Toy	42607-0C070	Ea	20	Toyota	input cost electronically
Tires	Sensor TPMS Toy	42607-52020	Ea	20	Toyota	input cost electronically
Tires	SENSOR, TPMS GM	13540600	Ea	20	Toyota	input cost electronically
Tires	SENSOR, TPMS GM	13540604	Ea	20	Toyota	input cost electronically
Tires	SENSOR, TPMS	6F2Z-1A189-A	Ea	500	FORD	input cost electronically
Tires	BAND, TP	6F2Z-1A193-D	Ea	500	FORD	input cost electronically
Tires	TPMS VALVE STEM SENSOR	9L3Z-1A189-A	Ea	200	FORD	input cost electronically
Tires	BAND 16", TPMS	6F2Z-1A193-C	Ea	100	FORD	input cost electronically
Tires	WHEEL WEIGHT	1/4OZ TAPE WEIGHT	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	WHEEL WEIGHT	1/2OZ TAPE WEIGHT	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	WEIGHT	52-7.25" Precut tape	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	WEIGHT	TS .50	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	WEIGHT	TS 150	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	WEIGHT	TS 250	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	WEIGHT	TS 300	Ea	500	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	Cleaner	70F	Ea	25	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	Sealant	76F	Ea	50	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	Cement	203F	Ea	50	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	Nickle plated for TPMS	A-100-VC-1	Ea	20	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	Torque Tool	17-173	Ea	2	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	1/8 Combi plug/patch	PC-1	Ea	1000	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	1/4 Comi plug/patch	PC-2	Ea	1000	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	5/16 Comi plug/patch	PC-3	Ea	1000	Any brand - must list manufacture in column when input electronically	input cost electronically
Tires	3/8 Comi plug/patch	PC-4	Ea	1000	Any brand - must list manufacture in column when input electronically	input cost electronically

BID SECTION
TRUCK PARTS MEDIUM & HEAVY

Section	Description	UM	QTY	Manufacturer	Cost
CONDENSER	YJ-707	EA	5	MOTORCRAFT	input cost electronically
WATER PUMP	PW464	EA	10	MOTORCRAFT	input cost electronically
ALTERNATOR	GL671	EA	10	MOTORCRAFT	input cost electronically
P/S PUMP	STP-204-RM	EA	5	MOTORCRAFT	input cost electronically
A/C COMPRESSOR	YCC229	EA	5	MOTORCRAFT	input cost electronically
WINDOW SWITCH	SW7241	EA	5	MOTORCRAFT	input cost electronically
BOLWER MOTOR RESISTOR	TH-1717	EA	5	MOTORCRAFT	input cost electronically
A/C BLOWER MOTOR	MM929 MC	EA	5	MOTORCRAFT	input cost electronically
FRONT SHOCKS	ASH-12273	EA	5	MOTORCRAFT	input cost electronically
A/C BLEND MOTOR	YH1800	EA	5	MOTORCRAFT	input cost electronically
WINDSHIELD WIPER MOTOR	WM837	EA	5	MOTORCRAFT	input cost electronically

Dealer Cost Column _____ % (cost plus)

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Battery Systems Inc

Business/Contractor/Agency

Keith Tougas

Vice President

Name of Authorized Representative

Title of Authorized Representative


Signature of Authorized Representative

August 26, 2022

Date

r20141001

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

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

Printed Name: Keith Tougas Title: Vice President

Signature:  Date: August 26, 2022

Business Entity Name: Battery Systems Inc



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

ATTACHMENT B

Reference Information Form

Client/Contractor Name Long Beach City College

Project Manager/Contact Name Darren Feenstra E-mail dfeenstra@lbcc.edu Ph. No. 5629384392

Address 4901 East Carson Street, Long Beach, CA 90808

Project Description Fleet and grounds batteries

Project Dates (Start and End) Current customer Contract Term(s) Ongoing Contract Amount

Client/Contractor Name Westside Truck and Auto Supply

Project Manager/Contact Name Homer Griffis E-mail homer.westside@verizon.net Ph. No. 5624323305

Address 1442 Caspian Avenue, Long Beach, CA 90813

Project Description Batteries

Project Dates (Start and End) Current Customer Contract Term(s) Ongoing Contract Amount

Client/Contractor Name Long Beach Transit

Project Manager/Contact Name Jillori Grepo E-mail jgrpo@lbtransit.com Ph. No. 5625998552

Address 1963 East Anaheim Street, Long Beach, CA 90813

Project Description Transit Batteries

Project Dates (Start and End) Current Customer Contract Term(s) Ongoing Contract Amount

Client/Contractor Name APW Knox Seeman Warehouse

Project Manager/Contact Name Jorge Hidalgo E-mail j.hidalgo@apwks.com Ph. No. 3108845014

Address 1073 East Artesia Blvd, Carson, CA 90746

Project Description Batteries

Project Dates (Start and End) Current Customer Contract Term(s) Ongoing Contract Amount

Client/Contractor Name City of Torrance

Project Manager/Contact Name Felice Fromm E-mail Ph. No. 3106185820

Address 3031 Torrance Blvd, Torrance, CA 90503

Project Description Fleet and maintenance batteries

Project Dates (Start and End) Current Customer Contract Term(s) Ongoing Contract Amount

**Request for Taxpayer
Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BATTERY SYSTEMS INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 7446 ORANGEWOOD AVENUE	Requester's name and address (optional)
	6 City, state, and ZIP code GARDEN GROVE, CA 92841	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or <table border="1"><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-					Employer identification number																	
Social security number																																					
				-																																	
Employer identification number																																					

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Miguel S. Soto</i>	Date ▶ 01/26/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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

ATTACHMENT D

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus

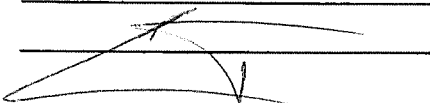


City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name:	Chris Tschombor	Title:	Regional Manager
Signature:		Date:	May 13, 2022

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

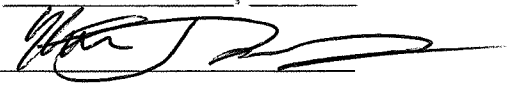
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 26 day of August, 2022, at Orange County, CA

Name Keith Tougas

Signature 

Title Vice President

Federal Tax ID No. 

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Battery Systems Inc Federal Tax ID No. [REDACTED]
Address: 7446 Orangewood Avenue
City: Garden Grove State: CA ZIP: 92841
Contact Person: Suzanne Cruz Telephone: 310-667-9320
Email: bids@batterysystems.net Fax: 310-742-2299

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 X Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION


I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 16th day of May, 202022, at Orange County, CA

Name Chris Tschombor

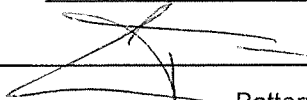
Signature 

Title Regional Manager

Federal Tax ID No. 

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

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

Printed Name: Chris Tschombor Title: Regional Manager
Signature:  Date: May 13, 2022
Business Entity Name: Battery Systems Inc

ATTENTION LONG BEACH BUSINESS OWNERS:

In order to help support the success of businesses in Long Beach such as yours along with local jobs, the City of Long Beach has a local preference provision.

In bids for materials, equipment, supplies and nonprofessional services, Long Beach-based businesses meeting the criteria set forth below may have their bid price reduced by ten percent solely for the purpose of determining the lowest responsible bid (if selected as the winning bid, you would be paid based upon your actual bid price, not the reduced price).

The maximum preference a bidder may be awarded pursuant to this Section and any other provision of law shall be ten percent (10%). However, in no case shall the maximum preference cost under this Section exceed ten thousand dollars (\$10,000.00) for any bid.

The City Purchasing Agent has determined that the local preference is applicable to this Invitation to Bid. (The local preference does not apply to bids for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California. This section shall not apply to purchases made pursuant to Section 1801 and 1807 of the City Charter and to bids for public works, as that term is defined in Section 1720(a) of the California Labor Code.)

If your business qualifies for the local preference, please certify your eligibility by signing on the space provided below and attaching copies of the following documents to your bid package:

1. A current, valid business license from the City of Long Beach showing a place of business within the city limits; and
2. A current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.

CERTIFICATION

I certify that I possess a current valid City of Long Beach business license and a current valid seller's permit, both showing a place of businesses in the City of Long Beach, and that I am eligible for the City of Long Beach local preference.


Signature

Keith Tougas
Printed Name

Vice President
Title

August 26, 2022
Date

Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search will search only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

Battery Systems Inc



Advanced ▾

Results: 17

Entity
Information

Initial
Filing
Date

Status

Entity
Type

Formed In

Agent

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California
Secretary of State

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Business

UCC

Search

ADVANCED BATTERY SYSTEMS, INC. (2065910)	>	01/05/1998	Active	Stock Corporation - CA - General	CALIFORNIA	RICHARD KLEIN
BATTERY MANAGEMENT SYSTEMS, INCORPORATED (1561822)	>	06/27/1989	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	CLYDE RIVERS, JR.
BATTERY SYSTEMS INTERNATIONAL, INC. (1490205)	>	11/29/1990	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	BRAD STREELMAN
BATTERY SYSTEMS, INC. (1002034)	>	09/11/1980	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	MORRIS EISENBERG
BATTERY SYSTEMS, INC. (2510256)	>	03/11/2003	Active	Stock Corporation - CA - General	CALIFORNIA	RICHARD S. PRICE
BATTERY SYSTEMS, INC. (520159)	>	01/03/1967	Terminated	Stock Corporation - Out of State - Stock	NEW YORK	
CALIFORNIA BATTERY SYSTEMS, INC. (2089260)	>	06/30/1998	Terminated	Stock Corporation - CA - General	CALIFORNIA	RICHARD S PRICE II
CONTINENTAL BATTERY SYSTEMS, INC. (1714185)	>	10/15/1992	Terminated	Stock Corporation - CA - General	CALIFORNIA	D CURTIS STREELMAN
DCX (2060740)	>	11/17/1997	Terminated	Stock Corporation - Out of State - Stock	WASHINGTON	CT CORPORATION SYSTEM
DLC BATTERY SYSTEMS, INC. (1400470)	>	02/27/1987	Active	Stock Corporation - CA - General	CALIFORNIA	JOHN LABOSSIERE
INTERSTATE BATTERY SYSTEMS OF SAN JOSE, INC. (801198)	>	10/21/1976	Active	Stock Corporation - CA - General	CALIFORNIA	RICHARD H MULTANEN
INTERSTATE BATTERY SYSTEMS OF THE BAY AREA, INC. (1111818)	>	05/17/1982	Terminated	Stock Corporation - CA - General	CALIFORNIA	ISOBEL GRUEMMER

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Search

OMEGA BATTERY SYSTEMS, INC. (2016291)	>	08/07/1997	Terminated	Stock Corporation - CA - General	CALIFORNIA	SCOTT E MILLER
STORAGE BATTERY SYSTEMS, INC (2801791)	>	09/01/2005	Terminated	Stock Corporation - Out of State - Stock	WISCONSIN	C T CORPORATION SYSTEM
TELECOM BATTERY SYSTEMS, INC. (2294558)	>	02/27/2003	Active	Stock Corporation - CA - General	CALIFORNIA	JO-ANN JANICE DELLAPOSTA
WESTCO BATTERY SYSTEMS, INC. (1741561)	>	03/29/1994	Terminated	Stock Corporation - CA - General	CALIFORNIA	MARL G. WELS
WESTERN BATTERY SYSTEMS, INC. (1126625)	>	10/27/1982	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	BARNEY CORREA



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th floor, Long Beach, California 90802
p 562.570.6200

May 31, 2022

NOTICE TO BIDDERS

ADDENDUM NO. 2

**BID No. ITB FS 22-052
GENERAL AUTOMOTIVE PARTS**

This addendum changes and supersedes the language in the original Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

**BID DUE DATE HAS BEEN EXTENDED TO
JULY 21, 2022 BY 11:00 AM**

BATTERIES

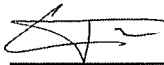
PART NUMBER ON BID

ACD31TS65
FLEET AMP78
ACD78-60
AMP61
ACD75-60
AMP5265PG
AMP8331-900CT
AMP10500544-21181-320 (Prius Aux Batt) (Toyota)
94RPG
48GHR
31C1000HRT
8D-AGM AMP 230
31-AGM AMP 110
J150 AMP150
T-105 AMP225
T-125 AMP235

ACCEPTABLE PART NUMBER

Centennial C-31-10STMF
Centennial 65-75 Centennial 78-75
Centennial 75-75 Centennial 65-85
Centennial 31S-90PT-DS46B24R
Centennial 94R-75 Centennial 48/H6-85
Centennial C-31-10ST ODP-AGM8D
ODX-AGM31
US12VRX
US2200
US125

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: Battery Systems Inc
Company Name
Chris Tschombor Regional Manager
Print Name Title
 June 21, 2022
Signature Date

BATTERY SYSTEMS

The Single Source Solution!

BATTERY SYSTEMS WARRANTY

Types of Warranty: Battery Systems warrants its Centennial Batteries to be free of defects in material and workmanship for the following applicable warranty periods:

- 85 Series -- 30 free replacement months
- 75 Series -- 24 free replacement months
- 65 Series -- 18 free replacement months

When does the warranty period begin? The warranty period begins from the date of first purchase with original receipt, or if no receipt is available, from the manufacturer's shipping date as stated on the battery.

What will Battery Systems do? Batteries determined to meet the conditions of this warranty will be replaced free of charge if the date falls within the free replacement months by series. After the replacement period has expired, prorated terms will be in effect.

What is not covered by warranty? The warranty does not cover a battery reaching its normal end of life, which may occur prior to the warranty periods stated previously. Depending on the application a battery can reach its normal life before the end of the applicable warranty period.

This warranty does not cover a battery that is damaged or destroyed as a result of one or more of the following:

- Willful abuse, misuse, physical damage, neglect or if the top decorative cover has been removed.
- Natural forces such as wind, lightning, hail, damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the battery case in any manner.
- Overcharging, undercharging, charging or installing on reverse polarity, improper maintenance, allowing the battery to be deeply discharged via a parasitic load or mishandling of the battery such as (but not limited to), using the terminals for listing or carrying the battery.
- Failure to properly install the battery or lack of metal jacket for high temperature or vibration applications.
- Repair or attempted repair of the battery by anyone other than an authorized Manufacturer's representative shall void this warranty.
- If the battery is used for an application that requires higher cranking power or a greater reserve rating that the battery is designed to deliver, or if the battery is used for an application it was not designed for.

How to obtain Warranty Service: Take your battery to the nearest Battery Systems with your receipt. The battery will be tested at the location. If the battery is too low for testing there may be a fee to charge the battery for testing.

Contact us: www.batterysystems.net or www.battsys.net

Our goal is to provide our customers with the Best Battery Products available on the market, combined with the Most Efficient Service in the industry, offered at the Most Competitive Prices in ever-expanding markets.

We realize that the customer's needs and our ability to meet those needs are the determining factor in the success or failure of our business.

We strive to treat each and every customer like we would like to be treated by our suppliers.

To meet these objectives, we employ only people whose focus is on our goal and whose Positive Attitude and Sense of Teamwork gives our customers a reason to do business with us.

BATTERY SYSTEMS

THE SINGLE SOURCE SOLUTION

Give yourself the ADVANTAGE & make us your SINGLE SOURCE SOLUTION today!

SERVICE

Battery Systems works with our customers to create CUSTOMIZED SERVICE PROGRAMS specifically designed to fit all their business needs.

- Product & Service Surveys — Continuously analyze customer service programs to ensure we have the right products, programs & pricing in place.
- Service & Delivery Options - Regularly scheduled ROUTE VISITS, HOT SHOT & WILL CALL services available to ensure you have everything you need, when you need it!
- Fully Licensed Hazardous Material Carrier — Cradle to Grave Documentation provided to guarantee proper removal & transport of spent batteries to approved EPA Facilities.
- Consistent Customer Care — Provide customers with continuous training & support from dedicated Territory Sales Managers & local branch & home office teams.

SELECTION

As the largest independent battery distributor in the US, our LOCAL, REGIONAL & NATIONAL DISTRIBUTION NETWORK provides unrivaled service & selection.

- Comprehensive Stock Selection— By maintaining the largest inventory in the industry we provide our customers the Single Source Solution for all their battery needs.
- Flexible Warranty Programs — We have the right programs partnered with the right products to meet our customers' needs in any market condition.

VALUE

We're dedicated to keeping our customers' competitive in their markets by providing Quality Products aligned with VALUE- DRIVEN PROGRAMS.

- Effective Vendor Partnerships — Provide our customers the advantage of never having to sacrifice quality for value.

SERVICE — SELECTION — VALUE

Since 1955



SAFETY / DISPOSAL

Battery Systems complies with all City, State and Federal mandates for storage, disposal, handling and transportation of hazardous materials.

A trained Battery Systems employee will make all deliveries directly to the specified locations. Delivery personnel are licensed to operate forklifts and trained in safe handling of batteries. Employees are also trained in emergency clean up and spill containment of batteries.

- Battery Systems vehicles are licensed and insured to transport hazardous materials.
- All delivery vehicles are equipped with fire extinguishers, spill containment kits, eyewash, and first aid kits.
- All Battery Systems warehouse facilities are certified for hazardous material storage.
- Battery Systems Hazardous Material License number is 136172.

Please see the attached list for all approved battery recycling centers.

To obtain copies of Battery Systems permits or any other documentation pertaining to storage, disposal, handling and transportation of hazardous materials, a request must be submitted to the Battery Systems Bids Department via email at: bids@batterysystems.net.

BATTERY SYSTEMS

The Single Source Solution!

Gopher / Clarios

Gopher Resource Corporation
3385 South Highway 149
Eagan, MN 55121
EPA# MND006148092
800-354-7451

Stryten

Element Resources
Muncie Recycling Plant
2601 W Mt. Pleasant Blvd.
Muncie, IN 47302
US EPA ID# IND000717959
765-747-9980

Stryten / Clarios

RSR Middletown NY
Revere Smelting & Refining Corp.
65 Ballard Rd
Middletown, NY 10941
US EPA ID# NYD030485288
845-692-4414

Stryten Manufacturing

c/o Sanders Lead Co
1 Sanders Rd.
Troy, AL 36081
US EPA ID# ALD-046481302
334-566-1563

Stryten

Recicladora Industrial De Acumulado # 975
Enrique Hinojosa Calzado Ltd. c/o Mighty Auto
Parts
302 Nafta Blvd
Milo, Laredo, TX 78045
US EPA ID # 026140/9E/20
Rosy Garcia @ 956-722-4945

Stryten

Element Resources
Canon Hollow Recycling Plant
25102 Exide Drive
Forest City, MO 64451
US EPA ID# MOD030712822
660-446-3321

Stryten

The Doe Run Company - Resource Recycling
Division
18594 Highway KK
Boss, MO 65440
US EPA ID# MOD 059200089
800-633-8566

Clarios/JCI

Richer - El Paso, TX NBIMP
8700 Castner Dr
El Paso TX 79907

Gopher

Gopher Resource - Tampa
1901 N. 66th Street
Tampa, FL 33619
813-620-3260

M3

Interlink Trade Services
4301 West Military Hwy
McAllen, TX 78503
956-379-7832

Clarios

RSR Corp-Indy Virtual Plant
7870 W Morris St
Indianapolis IN 46206
317-247-1303

Clarios/JCI

Richer - Laredo, TX CORIMP
822 Union Pacific Blvd
Laredo, TX 78045
956-723-3122

M3

Interlink Trade Services
4900 George McVay Drive
McAllen, TX 78503

Trojan / US Battery

Quemetco West, LLC
Quemetco, Inc.
720 S. 7th Avenue
City of Industry, CA 91746

Integrity • Customer-Centric • Courteous • Prompt • Attentive • Positive • Continuous Improvement • Team-Advancement • Health & Safety

12400 Industry St Garden Grove, CA 92841

Page 2 of 2

CHECK & CHARGE POLICY

Battery Systems is dedicated to providing *Consistent Customer Care* by providing continuous training & support through varying features such as our Check & Charge Program. In the off chance that a customer's batteries are not performing to the level that is expected, Battery Systems will collect the batteries & perform a complimentary Check & Charge analysis.

PROCEDURE OVERVIEW

- Once the batteries have been collected from the customer & returned to the local Battery Systems facility, the batteries will begin the Check & Charge process within 24 hours in order to ensure minimal disruption in service to the customer.
- Once the batteries have gone through the complete testing cycle, Battery Systems warehouse will notify the key service representative assigned to the account the results of the Check & Charge analysis so that the customer can be notified right away.
- If the results of the test are that the batteries are not in good working condition, the customer will be notified & appropriate action will be taken, pending product warranty, age of battery, etc.
- If the results of the test show the batteries in good working condition, Battery Systems will have the batteries returned to the customer within 4 - 5 business days from the original pick-up date.
- When returning Check & Charge Batteries to the customer, Battery Systems will record:
 - Name of the driver responsible for the delivery
 - Date batteries are being returned
 - Check & Charge Batteries Delivery Receipt with signed POD
- Once the Check & Charge has been completed, the Battery Systems key service representative will review the outcome of the analysis with the customer & will provide additional information and/or training regarding the battery charging process as well as provide additional maintenance tips to help ensure optimized battery performance.