

BID NUMBER PA-05713

TO: CITY OF LONG BEACH
PURCHASING DIVISION
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

GENERAL AUTOMOTIVE PARTS

CONTRACT NO. 33298

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- 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.
- 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: Long Beach CA ON THE 22nd DAY OF July, 20 13.
CITY STATE MONTH

COMPANY NAME: Friction Materials TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1425 Santa Fe CITY: Long Beach STATE: CA ZIP: 90813

PHONE: 562-436-4224 FAX: 562-491-0891

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

William McLeod Frimatco@aol.com
(PRINT NAME) (EMAIL ADDRESS)

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

Michael McLeod Frimatco@aol.com
(PRINT NAME) (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] 11/29/13
Director of Financial Management Date

APPROVED AS TO FORM 11-14, 2013
Charles Parkin, City Attorney
[Signature]
Deputy

TO: DIRECTOR OF FINANCIAL MANAGEMENT
DATE: 11/29/13
RECEIVED

PA-05713

BID NUMBER PA-05713

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 CA
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)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - **OR** - 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.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

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

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

For more information, go to www.longbeach.gov/finance/business_license.

for this Contract requirement:

Company Name: _____

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: _____

Valid thru: _____

Dollar value of participation: \$ _____

11. PUBLIC WORK AND PREVAILING WAGES:

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to 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.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

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

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK'S OFFICE
333 W OCEAN BLVD, PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: July 24, 2013
TIME: 11:00 am

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>SUSAN CHU</u>	<u>562-570-6164</u>
PURCHASING	TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>SUSAN CHU</u>	<u>562-570-6164</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

INSTRUCTIONS TO BIDDERS

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:

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.

21. PERMITS, LICENSES, AND CERTIFICATES

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

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 defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance 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.
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 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 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. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. 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.

B. 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.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. 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
- b. 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 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.

D. INDEMNITY

- (1) 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 (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) 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").
- (2) 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.
- (3) If a court 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 (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

- E. 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.

PA-05713 GENERAL AUTOMOTIVE PARTS

CONTRACT PERIOD:

Twenty-four months after date of award or from the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement for up to two additional periods of one (1) year each in accordance with terms and conditions stated herein.

In addition, it is agreed that if the City intends to exercise its extension option for two additional one-year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, contract number and purchase order number. The City reserves the right to accept or reject any price increases and to cancel the renewal notice if price increases is not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

BID SUBMISSION INSTRUCTIONS

Bidders are recommended to visit the City's website www.longbeach.gov/purchasing on a regular basis for any addendums to the bid.

Additional Document Submittals: Bidders that do not include the below check listed items with their bids will be deemed unresponsive and their bids will be rejected.

- _____ W-9 Form (Attachment A)
- _____ Small Business Enterprise (Attachment B)
- _____ EBO Certification of Compliance form (Attachment C)

Vendors shall submit one (1) original of the bid marked "ORIGINAL" and one copy marked "COPY". All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Susan Chu
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

PA-05713 General Automotive Parts

Bids must be received by 11:00 AM PDT, July 24, 2013. Bids 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.

TIMELINE

Bid Release Date:	<u>July 10, 2013</u>
Bids Due (no late bids will be accepted):	<u>July 24, 2013 by 11:00 AM PDT</u>

BASIS OF AWARD OF CONTRACT

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the bidder's experience, references, equipment, facility, operations, quality, fitness, capacity and adaptability in respect to the requirements of the specifications for the services proposed bid completeness, clarity, and compliance with City requirements shall also be determining factors of award.

Bids shall be kept confidential until a contract is awarded.

The City may also contact the references provided in response to Section 10.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a bid; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced bid, but shall make an award in the best interests of the City of Long Beach.

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 following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

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 Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. 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 Business Relations Bureau Manager, 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 Business Relations Bureau Manager by the close of the business on the third (3rd) business day.

The Business Relations Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information. This decision shall be final.

The decision of the Business Relations Manager shall be final and conclusive.

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

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: Mike McCord
Contact Direct Phone: 562-436-4224
Contact Cell: _____
Contact Fax: 562-491-0891
Contact E-mail: Frimatco@aol.com

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.

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 four (4) hours after receipt of verbal, written or electronic order from the City.

Pick-ups shall be made by authorized and properly identified representatives of the City.

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

BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to Contractor by the City Purchasing Agent. City personnel authorized to make releases against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release (Purchase Order) issued by the using Department.

PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from Manufacturer's Price Lists. Percentage discounts shall remain firm 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 are submitted with the bid, must be in effect at the time of bid opening and shall not be subject to change for a period of ninety (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 Contractor. Increases in Price Lists shall not be retroactive.

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

Three copies of new or revised Price Lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., Long Beach, California 90802. Price Lists shall show supplier's name along with the City Contract or Purchase Order number.

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 _____% 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 _____ 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 _____ months.

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items. The City's Blanket Purchase Order and stockroom tracking number must be placed on all invoices.

THE CITY WILL NOT PAY BASED ON THESE 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.

ON-LINE CATALOGS

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

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

The City of Long Beach now requires bidders to complete the electronic excel spreadsheet with their pricing. You must complete the spreadsheet and submit it on a CD with your bid.

Excel spreadsheets shall be considered final bids and may not be changed after the submission deadline. Any errors submitted as part of the spreadsheet are at the bidder's risk.

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES TO VARIOUS DEPARTMENTS WITHIN THE CITY OF LONG BEACH.

SALES TAX: UNIT AND EXTENSION PRICES STATED HEREIN ARE **NOT** TO INCLUDE SALES TAX.

BIDS ARE REQUIRED USING PERCENTAGE DISCOUNTS ALLOWED THE CITY FROM PUBLISHED MANUFACTURER'S PRICE LISTS. THE CITY REQUESTS THAT BIDS QUOTED USE ONLY DISCOUNTS FROM JOBBERS PRICE LIST. IN THE EVENT THAT OTHER PRICE LISTS ARE BEING REFERENCED, THEY SHALL BE INDICATED HEREIN. **BIDDER SHALL FURNISH PRICE LISTS WITH THE BID. FAILURE TO INCLUDE PRICE LISTS MAY BE CAUSE FOR REJECTION OF THE BID.**

DELIVERY: 1 Hours after receipt of order. (If time shown is more than **twenty-four (24)** hours after receipt of order, the bid may be rejected unless other arrangements are made.)

Service utilized by vendor for deliver: Our truck

DELIVERY FEES: \$ 0 per delivery or % 0 of deliver

Please state cost of delivery fees that will be charged to the City:

PICK-UPS AND WILL-CALLS: 1 Hours after receipt of order. (If time shown is more than **two (2)** hours after receipt of order, the bid may be rejected.)

PAYMENT TERMS: 2 % 20 DAYS

Price increase shall not exceed 10 % during the first renewal period.

Price increase shall not exceed 10 % during the second renewal period.

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Heavy Duty Brake Drums, Linings (CMT22A), Pads, Brake Cans, Valves, Governors, Brake Kits, Driers, etc.

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
S2R7017173	Brake Pads	Rockwell/Meritor	\$ 113.88	104.5 %
3218J1076	Brake Rotor	Rockwell/Meritor	\$ 313.08	%
R230104	Tie Rod End	Rockwell/Meritor	\$ 134.45	%
R950059	ABS Quick Release Valve	Rockwell/Meritor	\$ 30.54	%
R802486	Slack Adjuster	Rockwell/Meritor	\$ 71.99	%
R802487	Slack Adjuster	Rockwell/Meritor	\$ 71.99	%
15018	Brake Kit	Rockwell/Meritor	\$ 8.09	%
R507064	Brake Kit	Rockwell/Meritor	\$ 8.58	%
4514TQ	Brake Shoe	Rockwell/Meritor	\$ 116.17	%
4726	Brake Shoe	Rockwell/Meritor	\$ 21.07	%
R801711	Clevis Yoke	Rockwell/Meritor	\$ 2.38	%
87101B	Brake Drum	Centrifuse	\$ 143.30	%
66893	Brake Drum	Webb	\$ 94.04	%
3600A	Brake Drum	Gunite	\$ 77.36	%
M2598L	Cam Shaft	BWP	\$ 22.15	%
M3216	Wheel Stud	BWP	\$ 3.35	%
M0303	Connector	BWP	\$ 4.87	%
MK81	Cam Shaft Kit	BWP	\$ 4.87	%
MK17	Spring Kit	BWP	\$ 4.87	%
M3394L	Outer Wheel Nut	BWP	\$.84	%
107796(New)	AD9 Cart Kit	Bendix	\$ 95.55	%
103009(New)	R12 Valve	Bendix	\$ 34.34	%
23443	T9 Diaphragm	Bendix	\$ 34.34	%
234100	T24 Diaphragm	Bendix	\$ 2.58	%
281126(New)	PP1 Valve Kit	Bendix	\$ 8.21	%
450877	Axle Gasket	Chicago Rawhide	\$ 2.39	%
343-4009	Hub Cap Kit	Stanco	\$ 13.95	%
359-5990	Cap Plug	Stanco	\$ 2.87	%
3430051	30/30 Complete Brake Can	MGM	\$ 56.92	%
3232008	Piggyback Plus	MGM	\$ 103.16	%
3233051	Spring Brake	MGM	\$ 80.76	%
MA36240	T24 Brake Chamber	Midland	\$ 34.55	%
MA36160	T16 Brake Chamber	Midland	\$ 34.55	104.5 %

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? 104.5 %

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Light Duty Brake Drums, Pads, Brake Kits, Bearings, Seals, Miscellaneous, etc

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
BD125006	Brake Rotor	Wagner	\$	%
BD125082	Brake Rotor	Wagner	\$	%
BD125209	Brake Drum	Wagner	\$	%
MC131285	Master Cylinder	Wagner	\$	%
MX154	Brake Pads	Wagner	\$	%
MX249	Brake Pads	Wagner	\$	%
MX369	Brake Pads	Wagner	\$	%
MX601	Brake Pads	Wagner	\$	%
MX679	Brake Pads	Wagner	\$	%
PAB357AR	Brake Shoes	Wagner	\$	%
PAB451R	Brake Shoes	Wagner	\$	%
PAB452R	Brake Shoes	Wagner	\$	%
PAB704R	Brake Shoes	Wagner	\$	%
SX777	Seveve Duty Pads	Wagner	\$	%
SX702	Seveve Duty Pads	Wagner	\$	%
H5554	Brake Kit	Carlson	\$	%
H5568	Brake Kit	Carlson	\$	%
H5584	Brake Kit	Carlson	\$	%
H7181	Brake Kit	Carlson	\$	%
H7225	Brake Kit	Carlson	\$	%
H7294	Brake Kit	Carlson	\$	%
370003A	Seal	National	\$ 30.04	64.5 %
2081	Seal	National	\$ 6.12	↓
4148	Seal	National	\$ 4.93	↓
25880	Bearing	National	\$ 16.28	↓
A12	Bearing	National	\$ 6.85	↓
203FF	Bearing	National	\$ 6.85	64.5 %

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? 64.5 %

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

AC Delco Parts- Please do not include core pricing in chart.

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
15-1751	Accumulator	AC Delco	\$	%
15-20189	AC Compressor	AC Delco	\$	%
1104032	Distributor	AC Delco	\$	%
15-5378	Orifice Tube	AC Delco	\$	%
15-60063	Heater Core	AC Delco	\$	%
15-62547	Heater Core	AC Delco	\$	%
20803	Radiator	AC Delco	\$	%
213-939	Oxygen Sensor	AC Delco	\$	%
22127653	Washer Pump	AC Delco	\$	%
CR43TS	Spark Plug	AC Delco	\$	%
718K	Spark Plug Wire Set	AC Delco	\$	%
D303A	Distributor Cap	AC Delco	\$	%
10479614	Starter	AC Delco	\$	%
323-485	Starter	AC Delco	\$	%
323-773	Starter	AC Delco	\$	%
323-867	Starter	AC Delco	\$	%
321-1107	Alternator	AC Delco	\$	%
321-740	Alternator	AC Delco	\$	%
321-1101	Alternator	AC Delco	\$	%

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? _____%

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Heavy and Lightduty Belts, Hoses, Tensioners and Pulleys

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
7312	Belt	Gates	\$	%
7480	Belt	Gates	\$	%
17485	Belt	Goodyear	\$	%
40276	Timing Belt	Goodyear	\$	%
4050420	Belt	Goodyear	\$	%
K060685HD	Belt	Gates	\$	%
K060685	Belt	Gates	\$	%
K081196	Belt	Gates	\$	%
38005	Idler Pulley	Gates	\$	%
49012	Belt Tensioner	Goodyear	\$	%
38123	Belt Tensioner	Gates	\$	%

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? _____%

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description Lighting, electrical accessories and parts

Item Part Number	Description	Manufacturer	Cost to City	Discount
12182	Mirror	Grote	\$	%
12173	Mirror	Grote	\$	%
12272-5	Mirror	Grote	\$	%
40700	Grommet	Grote	\$	%
43411-3	Permit Holder	Grote	\$	%
45413	Light	Grote	\$	%
50232	Light	Grote	\$	%
64930	Housing	Grote	\$	%
16-726	Trailer Socket	Phillips	\$	%
16-730	Trailer Socket	Phillips	\$	%
7-241	Battery Terminal	Phillips	\$	%
82323	Oil Gage	Stewart Warner	\$	%
82354	Oil Gage	Stewart Warner	\$	%
391D-D	Fuel Sender	Stewart Warner	\$	%
5415C	Socket	Pico	\$	%
5744C	Connector	Pico	\$	%
5860C	Terminal	Pico	\$	%
87123	Fuse Block	Hella	\$	%
87401	Relay	Hella	\$	%
87423	Relay	Hella	\$	%
12092	Trailer Plug	Cole Hersee	\$	%
1235	Trailer Plug	Cole Hersee	\$	%
24106	Solenoid	Cole Hersee	\$	%
50002	Switch	Cole Hersee	\$	%
54012	Rocker Switch	Cole Hersee	\$	%
00197	Battery Carrier	Deka	\$	%
06165	Battery Hold Down	Deka	\$	%
325GM	Spotlight	Unity	\$	%
325H	Spotlight	Unity	\$	%
6701-0101	Spotlight Handle	Unity	\$	%
10251R	Marker Light	Trucklite	\$	%
10251Y	Marker Light	Trucklite	\$	%
97727	Mirror Bracket	Trucklite	\$	%
1196	Bulb	Wagner	\$	%
H6054	Headlight	Wagner	\$	%
6015	Lamp	Wagner	\$	%
600932	Mirror	Retrac	\$	%
610216	Mirror Head	Retrac	\$	%
9003	Lamp	CEC	\$	%
9005	Lamp	CEC	\$	%
BB2000	Sealbeam	Optronics	\$	%
A5110	Lamp	Optronics	\$	%
530	Back Up Alarm	ECCO	\$	%
K30	Lamp	Osram	\$	%

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? _____%

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Filtration and other Tune-up Parts

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
46134	Filter	Wix	\$	%
51372	Filter	Wix	\$	%
46770	Filter	Wix	\$	%
46771	Filter	Wix	\$	%
46922	Filter	Wix	\$	%
46923	Filter	Wix	\$	%
33097	Filter	Wix	\$	%
58955	Filter	Wix	\$	%
46139	Filter	Wix	\$	%
33097	Filter	Wix	\$	%
33118	Filter	Wix	\$	%
33122	Filter	Wix	\$	%
57060	Filter	Wix	\$	%
57133	Filter	Wix	\$	%

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? _____%

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.
Description

Miscellaneous automotive parts

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
10229	Radiator Cap	Stant	\$	%
10231	Radiator Cap	Stant	\$	%
10413	Fuel Cap	Stant	\$	%
10817	Fuel Cap	Stant	\$	%
6902	Spark Plug Wires	Standard	\$	%
DR37	Ignition Coil	Standard	\$	%
FD168	Distributor Cap	Standard	\$	%
RY30	Relay	Standard	\$	%
US14	Ignition Switch	Standard	\$	%
34832	Shock Absorber	Monroe	\$	%
34733	Shock Absorber	Monroe	\$	%
550055	Shock Absorber	Monroe	\$	%
DS899	Center Link	Moog	\$	%
ES2019RLT	Outer Tie Rod	Moog	\$	%
K8283	Idler Arm	Moog	\$	%
5-153X	U-joint	Spicer	\$	%
6-4-4561	End Yoke	Spicer	\$	%
AW7160	Water Pump	Airtex	\$	%
AW5049	Water Pump	Airtex	\$	%
31-22	Wiper Blades	Anco	\$	%
31-18	Wiper Blades	Anco	\$	%
0332209150	Relay	Bosch	\$	%
13133	O2 Sensor	Bosch	\$	%
15718	O2 Sensor	Bosch	\$	%
594-017	Harmonic Balancer	Dorman	\$	%
51767	Mirror Glass	Dorman	\$	%
610-368	Wheel Stud	Dorman	\$	%
654-234	Muffler Clamp	Dorman	\$	%

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? _____%

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description General Automotive Batteries

Item	BCI Dimension Group Sizes/Series	Minimum 20 Hour Amperage Rating	Minimum Cold Cranking Amperage	Approx Minimum Net Weight	Minimum Reserve Capacity (Minutes)	Unit Price	Core Price
1	UI-LH-8	87	270	19 LBS	30	\$	\$
	Brand Offered:						
2	8D	234	1050	45 LBS	350	\$	\$
	Brand Offered:						
3	22NF-5	34	350	29 LBS	70	\$	\$
	Brand Offered:						
4	24-6	60	525	39 LBS	95	\$	\$
	Brand Offered:						
5	24C-7		700	45 LBS	135	\$	\$
	Brand Offered:						
6	24F-6	60	525	37 LBS	95	\$	\$
	Brand Offered:						
7	27-5	71	700	45 LBS	135	\$	\$
	Brand Offered:						
8	27C-7		700	45 LBS	130	\$	\$
	Brand Offered:						
9	27F-5	71	560	44 LBS	100	\$	\$
	Brand Offered:						
10	27RVX 27DC6		650	51 LBS	145	\$	\$
	Brand Offered:						
11	27DC6	94	650	51 LBS	145	\$	\$
	Brand Offered:						
12	30H-4	96	650	56 LBS	160	\$	\$
	Brand Offered:						
13	31P-5	98	750	56 LBS	170	\$	\$
	Brand Offered:						
14	34-787		800	46 LBS	145	\$	\$
	Brand Offered:						
15	70-6	50	500	36 LBS	90	\$	\$
	Brand Offered:						
16	31HD-S7		900	62 LBS	190	\$	\$
	Brand Offered:						
17	58-R6P		600	34 LBS	100	\$	\$
	Brand Offered:						

General Automotive Batteries Continued

Please list equivalent part next to listed part and manufacturer you are bidding on

Miscellaneous battery groups, sizes, or post configurations not listed herein may be purchased. Vendor shall furnish said batteries as listed in Manufacturer's Published Price List.

Indicate Percentage discount allowed the City from said Price List: _____%

Price List No.: _____ Dated: _____

Applicable Price Column: _____ (ENCLOSE COPY)

DELIVERY: _____ Days after receipt of order. (If shown more than 2 calendar days after receipt of order, the bid may be rejected).

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Automotive Batteries "Odyssey Brand"

Item	Part Number/Series	Unit Price	Core Price
1	PC310	\$	\$
2	PC535	\$	\$
3	PC545	\$	\$
4	PC625	\$	\$
5	PC680	\$	\$
6	PC925	\$	\$
7	PC1200	\$	\$
8	PC1230	\$	\$
9	PC1400	\$	\$
10	PC1500	\$	\$
11	PC1700T/MJT	\$	\$
12	PC1750	\$	\$
13	PC2150	\$	\$
14	PC2250	\$	\$

Please list equivalent part next to listed part and manufacturer you are bidding on

Miscellaneous battery groups, sizes, or post configurations not listed herein may be purchased. Vendor shall furnish said batteries as listed in Manufacturer's Published Price List.

Indicate Percentage discount allowed the City from said Price List: _____%

Price List No.: _____ Dated: _____

Applicable Price Column: _____ (ENCLOSE COPY)

DELIVERY: _____ Days after receipt of order.

(If shown more than 2 calendar days after receipt of order, the bid may be rejected).

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Automotive Batteries "Delco or approved equal"

Item	BCI Dimension Group Sizes/Series	Minimum 20 Hour Amperage Rating	Minimum Cold Cranking Amperage	Approx Minimum Net Weight	Minimum Reserve Capacity (Minutes)	Unit Price	Core Price
1	65-6YR		650	45 LBS	150	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
2	65-7YR		850	45 LBS	160	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
3	75-7YR		735	35 LBS	100	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
4	74-6YR		525	40 LBS	95	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
5	78-5YR		550	35 LBS	100	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
6	78-7YR		770	38 LBS	120	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
7	78DT-7YR		850	42 LBS	115	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						
8	78-6YR		675	38 LBS	100	\$	\$
	AC DELCO OR "APPROVED EQUAL"						
	Brand Offered:						

Please list equivalent part next to listed part and manufacturer you are bidding on

Miscellaneous battery groups, sizes, or post configurations not listed herein may be purchased. Vendor shall shall furnish batteries as listed in Manufacturer's Published Price List.

Indicate Percentage discount allowed the City from said Price List: _____%

Price List No.: _____ Dated: _____

Applicable Price Column: _____ (ENCLOSE COPY)

DELIVERY: _____ Days after receipt of order. (If shown more than 2 calendar days after receipt of order, the the bid may be rejected).

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description

Automotive Batteries "Optima Brand"

Item	Part Number/Series	Unit Price	Core Price
1	6V	\$	\$
2	25	\$	\$
3	35	\$	\$
4	34	\$	\$
5	34R	\$	\$
6	75/25	\$	\$
7	34/78	\$	\$
8	34M	\$	\$
9	D34M	\$	\$
10	D31M	\$	\$
11	D34/78	\$	\$
12	D34	\$	\$
13	D51	\$	\$
14	D51R	\$	\$
15	D31T	\$	\$
16	D31A	\$	\$
17	D35	\$	\$
18	D75/25	\$	\$

Please list equivalent part next to listed part and manufacturer you are bidding on

Miscellaneous battery groups, sizes, or post configurations not listed herein may be purchased. Vendor shall furnish said batteries as listed in Manufacturer's Published Price List.

Indicate Percentage discount allowed the City from said Price List: _____%

Price List No.: _____ Dated: _____

Applicable Price Column: _____ (ENCLOSE COPY)

DELIVERY: _____ Days after receipt of order. (If shown more than 2 calendar days after receipt of order, the bid may be rejected).

Automotive Batteries "Optima Brand" Continued

See chart below for further descriptions

Optima Part No.	volts	Cold Cranking Amps	CA @ 32°	Reserve Capacity	length	width	height
6V	6	800	1000	110	10"	3 9/16"	7 13/16"
25	12	720	910	90	9 5/16"	6 13/16"	7 5/8"
35	12	720	910	90	9 5/16"	6 13/16"	7 5/8"
34	12	800	1000	110	10"	6 7/8"	7 13/16"
34R	12	800	1000	110	10"	6 7/8"	7 13/16"
75/25	12	720	910	90	9 5/16"	6 13/16"	7 5/8"
34/78	12	800	1000	110	10"	6 7/8"	7 13/16"
34M	12	800	1000	110	10"	6 7/8"	7 13/16"
D34M	12	750	870	120	10"	6 7/8"	7 13/16"
D31M	12	900	1125	155	12 13/16"	6 1/2"	9 3/8"
D34/78	12	750	870	120	10"	6 7/8"	7 13/16"
D34	12	750	870	120	10"	6 7/8"	7 13/16"
D51	12	500	625	70	9 5/16"	5 1/16"	8 15/16"
D51R	12	500	625	70	9 5/16"	5 1/16"	8 15/16"
D31T	12	900	1125	155	12 13/16"	6 1/2"	9 3/8"
D31A	12	900	1125	155	12 13/16"	6 1/2"	9 3/8"
D35	12	650	810	98	9 5/16"	6 13/16"	7 5/8"
D75/25	12	650	810	98	9 5/16"	6 13/16"	7 5/8"

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Description Automotive Batteries "Trojan Brand"

Item	Part Number	Volts	Ampere Hours	Length	Width	Height	Price	Core Price
1	8D-AGM	12	230	20.5"	10.57"	8.9"	\$	\$
	Brand Offered:							
2	31-AGM	12	110	13.1"	6.9"	8.69"	\$	\$
	Brand Offered:							
3	J150	12	150	13.81"	7"	10.9"	\$	\$
	Brand Offered:							
4	T-105	6	225	10.4"	7.13"	10.9"	\$	\$
	Brand Offered:							
5	T-125	6	235	10.4"	7.13"	10.9"	\$	\$
	Brand Offered:							

Please list equivalent part next to listed part and manufacturer you are bidding on

Miscellaneous battery groups, sizes, or post configurations not listed herein may be purchased. Vendor shall furnish said batteries as listed in Manufacturer's Published Price List.

Indicate Percentage discount allowed the City from said Price List: _____%

Price List No.: _____ Dated: _____

Applicable Price Column: _____ (ENCLOSE COPY)

DELIVERY: _____ Days after receipt of order. (If shown more than 2 calendar days after receipt of order, the bid may be rejected).

Bid Section

Please indicate on the sample parts list below the discount percentage you are willing to provide the City. Upon bid award, same discount percentage is to be extended to all purchased items from listed manufacturers. The discount percentage shall be determinative of the City's cost.

Note: The listed items are samples only and are not necessarily indicative of items the City would purchase.

Miscellaneous automotive chemicals

Item Part Number	Description	Manufacturer	Cost to City	Discount Percentage
2116	Red Paint	Krylon	\$	%
1909	Blue Paint	Krylon	\$	%
08877	Silicone Lubricant	3M	\$	%
08987	General Adhesive	3M	\$	%
2613	Transmission Fluid	McKay	\$	%
909	Ignition Kote	McKay	\$	%
8265S	JB Weld	JB Weld	\$	%
82190	Super Glue	Permatex	\$	%
81724	Blue RTV	Permatex	\$	%
10160	Cleaner	Armorall	\$	%
30200	Cleaner	Armorall	\$	%
10111	Lubricant	WD40	\$	%
05017	Disc Brake Quiet	CRC	\$	%
05084	Brake Cleaner	CRC	\$	%
SL2631	Power Steering Fluid	CRC	\$	%
16PB	Lubricant	Power Blaster	\$	%
M506	Windshield Solvent	Gunk	\$	%
M3815	Starting Fluid	Gunk	\$	%
M5212	Fuel Injection Cleaner	Gunk	\$	%
2234	Dot 3 Brake Fluid	Johnsen	\$	%
2613	Special Trans Fluid	Johnsen	\$	%
83637	15W40 QT	Chevron	\$	%
98399N	Synthetic Oil 5W30	Mobil	\$	%

Please list equivalent part next to listed part and manufacturer you are bidding on

What percentage discount would you charge the city for miscellaneous or special items from different manufacturers than listed above? _____%

ATTACHMENT A
W-9 FORM

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Industrial Clutch & Brake Inc.

Business name, if different from above
Friction Materials Co. of Long Beach

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1425 Santa Fe Ave.

City, state, and ZIP code
Long Beach, CA 90813

List account number(s) here (optional)

Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person  Date ▶ **7-22-13**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien); to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT B

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 1% on this contract.



COLB FORM SBE-2PD: SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS

SECTION 1

Project Name:		Date:	
VENDOR:		Prime Contract \$ Amount:	
Estimated \$ Value of Vendor's Participation:		Estimated % of Vendor's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Vendor's Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>

Michael McCord
Completed by: Prime Consultant Contact (please print or type)

562-436-4224
Phone #

Signature

Frimatco@aol.com
Date Email

**INSTRUCTIONS FOR COLB FORM SBE-2PD:
SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS**

SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime vendor is an SBE/VSBE/LSBE, list the prime vendor first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The vendor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
 - a. locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

ATTACHMENT C
EBO Certification Of Compliance Form

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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 if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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

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

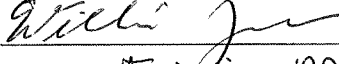
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,


the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: William McLeod Title: President
Signature:  Date: 7-22-13
Business Entity Name: Erieston Materials

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Friction Materials Co. Federal Tax ID No. 
Address: 1425 Santa Fe Ave
City: Long Beach State: CA ZIP: 90813
Contact Person: Mike McLeod Telephone: 562-436-4224
Email: frimatco@qol.com Fax: 562-491-0891

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ___ Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? 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?
 Yes ___ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 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? 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 20 day of July, 2013 at Long Beach CA
Name William McLeod Signature [Handwritten Signature]
Title President Federal Tax ID No. [Redacted]