

BID NUMBER ITB FS-14-091

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



INVITATION TO BID

AUTO BODY REPAIR AND SERVICES

CONTRACT NO. _____

33806

1. 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.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Long Beach CA ON THE 11th DAY OF June, 20 14.

COMPANY NAME: Sada Karobay Inc DBA Eddy's Auto Body TIN: [REDACTED]

STREET ADDRESS: 1750 Daisy Ave CITY: Long Beach STATE: CA ZIP: 90813

PHONE: 562-432-6979 FAX: 562-432-4923

S/ Ranbir Sohal Secretary & Treasurer.

Ranbir Sohal eddy's auto body @ gmail . Com

S/ [Signature] PRESIDENT

GOVINDER K. SOHAL eddy's auto body @ gmail . com

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

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

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

4/9/15
Date

APPROVED AS TO FORM 4-9-15
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB FS-14-091

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 Eddy's Auto Body & Paint
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.

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

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

Company Name: Prestige Auto Glass

Address: _____

Commodity/Service Provided: Glass Service
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic (X) Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

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
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: JUNE 17, 2014
TIME: 11:00 am

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

LENORE BLUEFORD (562) 570-5384
BUYER II 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.

18. INTER-AGENCY PARTICIPATION:

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

YES 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

INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall 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

CONTRACT – GENERAL CONDITIONS

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.

CONTRACT – GENERAL CONDITIONS

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

30. 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.

CONTRACT – GENERAL CONDITIONS

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

- a. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- b. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant'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 Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
- c. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- d. 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.

BID SECTION

PROJECT OVERVIEW

The City of Long Beach (City) currently operates 1,396 non-safety vehicles and equipment, and 525 safety vehicles. Many of these specialized vehicles are needed to ensure public safety; repairs need to be made with quality workmanship, expediently and as cost efficiently as possible. In order to uphold this standard, multiple vendors must be awarded as the City's historical data has indicated that various vendors are needed in order to perform up to the City's standards based on the following conditions:

- A) Facility structure and equipment. (Some facilities have equipment to repair heavy duty vehicles, frame machines etc. and some do not).
- B) Vendors may experience heavy workloads from their customer base that may delay the City's vital equipment being repaired expediently.
- C) Competitive bidding through estimates is an industry standard in conducting auto body repairs.
- D) Due to the complexity of some City equipment, some vendors may not have skilled technician at their employ in order to perform repairs.

This Invitation to Bid shall encompass light, medium and heavy-duty vehicular body, frame, and refinishing repairs for the City Fleet Services Bureau, Harbor and Water Departments. **Bidders may choose to bid on the light and medium duty repairs, heavy duty repairs, or both.**

Contractor(s) shall maintain an automotive collision repair facility and have been in business for a period of at least one (1) year prior to bid opening, and have the capabilities to perform collision repair services on all light, medium and/or heavy duty vehicles owned by the City. The City reserves the right to be the sole judge as to the Contractor's adequacy to properly service the City's collision repair needs.

All equipment, materials or services provided shall be in compliance with all applicable State, Federal and Local Laws and Regulations.

BID TIMELINE (all times are Pacific)

Bid release date: May 30, 2014

Deadline to Submit Questions: June 5, 2014 @ 11:00 a.m.

Response to Questions by: June 9, 2014 @ 4:00 p.m.

Bid due date: June 17, 2014 @ 11:00 a.m.

SUBMITTAL INSTRUCTIONS

For questions regarding this bid, submit all inquiries via email to purchasingbids@longbeach.gov by June 5, 2014 @ 11:00 a.m. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than June 9, 2014 @ 4:00 p.m.. All bidders are recommended to visit the above mentioned City website on a regular basis as the responses may be posted earlier than the date above.

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.

BID SECTION

- Electronic media copy (USB drive, CD or other readable media) containing an excel spreadsheet with unit pricing and extended pricing formatted as bid spec.
- Debarment, Suspension, Ineligibility Certification
- Reference List
- Price List
- Equal Benefits Ordinance Form
- SBE Commitment Plan Form
- W-9 Form

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

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

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

ITB FS-14-091 for Auto Body Repair and Services

Bids must be received by 11:00 AM PT, (Date). 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.

Contractor shall meet the minimum requirements outlined below. These are designed to ensure the quality, safety and efficiency of collision repair services provided and performed on City vehicles.

Bidders shall complete all three scenarios of Attachment "A" and/or one scenario for Attachment "B"

The total of these Cost Estimate Scenarios shall be used to determine lowest bidders.

All sales tax shall be computed using 9.0%.

REFERENCES

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

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 experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

BID SECTION

The City shall award a Contract to the lowest responsible bidder as a primary contractor(s) meeting specifications. The City may award to a secondary contractor to ensure that all the City's needs are met.

The lowest responsive and responsible bidder(s) shall be determined in the Light and Medium Duty applications by applying rate quotes to the three hypothetical repair scenarios, and summary of bid items included as Attachment "A".

The lowest responsive and responsible bidder(s) shall be determined in the Heavy-Duty applications by quotes placed on the Summary of Heavy Duty Bid items included as Attachment "B".

Throughout the entire term of the Contract, repairs shall be provided using the following procedures as outlined in the supplemental conditions.

RIGHT TO REJECT BID

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

CONTRACT PERIOD

Twenty-four months after date of award or from the expiration of the current contract, whichever is the 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 the 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 Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

- a. Price increase shall not exceed 15 % during the first renewal period.
- b. Price increase shall not exceed 15 % during the second renewal period.

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: Ranbir Sohal and/or Adriana
Contact Direct Phone: 562-432-6979
Contact Cell: 818-456-6893
Contact Fax: 562-432-4923
Contact E-mail: eddy's auto body@gmail.com

BID SECTION

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 Services 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 Services 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 Services 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 Services Bureau Manager by the close of the business on the third (3rd) business day.

The Business Services 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.

The decision of the Business Services Bureau 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 filing a Government Code Claim or initiation of legal proceedings.

ACRONYMS/DEFINITIONS

Aftermarket Parts (A)

Parts that have been manufactured by other than the original vehicle manufacturer.

Like Kind Quality (LKQ)

Parts that have been removed, and sold as like kind quality. In the past these have been labeled used.

Original Equipment Manufacturer (OEM)

Parts designed and manufactured by the original vehicle manufacturer.

BID SECTION

Visual Damage Quotation (VDQ)

Itemized quotation of all damage that is visible and verifiable on the vehicle at the time of inspection.

PICK UP AND DELIVERY INSTRUCTIONS

Contractor shall pick up and deliver vehicles and parts for repair upon request by the Fleet Services Bureau, Harbor Department or Water Department Contract Administrators. Delivery of completed vehicles shall be returned to the appropriate facility at no cost to the City. Any required towing from City facilities shall be provided and scheduled by the Contractor. Towing charges shall be billed at cost, and be consistent with local charges, with no percentage markup for this requirement.

There are three primary locations for pick up and deliveries of vehicles and/or parts. They are:

1. Fleet Services Bureau, 2600 Temple Avenue, Long Beach
2. Harbor Department Maintenance Yard, 1400 W. Broadway, Long Beach
3. Water Department, 1841 E. 33rd St., Long Beach

Contractor shall pick up and deliver vehicles from other designated areas as required.

VENDOR LOCATION

Contractor's place of business is required to be no more than a twenty (20) mile radius from Fleet Services Bureau located at 2600 Temple Avenue, Long Beach.

DELIVERY (COMPLETION) SCHEDULE

Delivery of vehicles and completion of services shall be calculated based on the total number of hours identified in the Visual Damage Quotation (VDQ) based on an eight (8) hour work day, plus five (5) additional work days. Delivery requirements shall begin upon Contractor's receipt of vehicle or part. (Saturdays, Sundays and National Holidays shall not be considered as work days)

Special circumstances beyond the control of the Contractor may cause unexpected delays and therefore may justify a request for additional time to perform itemized repairs. Additional repair time requested by the Contractor shall be submitted in writing to the Contract Administrator. Should the City grant additional repair time, the amount of additional time shall be identified in writing by the appropriate Department Contract Administrator or representative.

The City reserves the right to terminate the repair process at any time for any reason. Upon written notice, Contractor shall be required to discontinue the repair process and return the vehicle or part to the City. Return of vehicle or part to the City shall be within one (1) business day. At that time the Contractor shall be compensated only for the services provided, parts installed and any applicable restocking fees.

The City reserves the right to seek other vendor(s) to repair vehicles if a contracted vendor is unable to:

1. Complete the workload in the time agreed upon
2. Provide the necessary equipment and/or workspace to repair the City's vehicle or part.

The City reserves the right to:

1. Assign a repair/job another contractor based on emergency needs and/or special circumstances.

BID SECTION

Upon return of a repaired vehicle to Fleet Services Bureau, Harbor or Water, should a vehicle not pass a delivery inspection and require return to the contractor for incomplete repairs, the following penalties shall be imposed:

- \$30.00 will be deducted from the invoice for any vehicle not passing a delivery inspection due to incomplete or unfinished work. An additional \$50.00 per day will be credited back to each invoice for every day that the contractor has the vehicle for a correction.
- Any additional work performed on a vehicle by Fleet Services, Harbor or Water to correct work unfinished by the contractor will be billed at normal shop rates and credited to the invoice before payment is made.

Should the contractor not complete repairs on a vehicle within the specified number of days the following shall be credited back to the City, unless there has been prior approval for a delay, as stated above.

- **\$25.00 per day for every day that the job is beyond specified due date.**

Failure to perform acceptable work may result in contract termination.

PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from Manufacturer's Published 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 that are submitted with bid must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

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

Two (2) copies of new or revised Price Lists shall be sent immediately to the City of Long Beach, Purchasing Division, 333 West Ocean Blvd, 7th floor, Long Beach, CA 90802. Price Lists shall show supplier's name along with the City Contract or Purchase Order number.

BLANKET PURCHASE ORDERS

A blanket purchase order (BPO) will be sent to the Contractor by the City Purchasing Agent. BPO releases will be issued by the using department. 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.

INVOICES

Contractor shall submit evidence, satisfactory to the City, for parts and/or services used in the repair of the vehicle or part itemized on the invoice. Said evidence shall be submitted with the invoice. The City reserves the right to inspect and verify such costs and evidence from the Contractor's records.

Vendor invoices must be typed and will be itemized to include the following information:

BID SECTION

- City's vehicle unit number
- Labor
- Parts
- Tax
- Sublet
- Other (describe)

Invoices must include itemization and sufficient documentation to substantiate all costs.

INSURANCE See page 9 paragraph 30

Contract-General Conditions shall be incorporated and include the following:

- (X) Garage Keepers Liability in the amount of \$25,000.

CARE & CUSTODY

The Contractor shall be liable for all loss or damage to the vehicles and parts while in its possession or the possession of any of its agents. Contractor shall reimburse the City for any loss or damage to said vehicles and parts in its or its agent's care or custody.

SUBCONTRACTING OF SERVICES

Contractor is required to contact Contract Administrator prior to subcontracting the work of any City vehicle for additional repairs. City must know exact location of City vehicles at all times.

PROCEDURES

When a vehicle or part requires collision repairs and/or restoration work, the Contract Administrator or appointed representative shall contact Contractor and request a detailed Visual Damage Quotation ("VDQ") for the repair or restoration work. Contractor shall, at no cost to the City, inspect the vehicle or part **within two (2) business days** after notification and provide a VDQ of the work to be performed. It is the Contractor's responsibility to make arrangements to inspect the vehicle or part at the location where it is being stored and prepare the VDQ of work requested.

A VDQ shall be itemized and include all damage that is visible and verifiable at the time of inspection. Contractor shall consider and use, where practical, all cost savings techniques available with the understanding the City is seeking to achieve quality repairs at the lowest possible cost. Upon request, Contractor shall explain the complete repair process, including methods of repair and parts selection to the Contract Administrator. Contract Administrator shall make the final decision in parts selection and repair procedures. Contractor shall submit detailed quotations to the Contract Administrator **within one (1) business day** after viewing. Legible Fax and/or Electronic Transfers of quotations will be accepted.

HIDDEN DAMAGE

If, during the course of repairs, hidden damage is discovered the contractor **shall immediately notify** the Contract Administrator and provide a supplemental VDQ for the hidden damages. Should the hidden damage be significant the City reserves the right to seek new quotes for any additional work. Under no circumstances shall any additional work be performed without the written approval of the Contract Administrator. Contract Administrator may visit the facility to verify additional damage.

BID SECTION

PROCESS AND SPECIFICATION

GENERAL

The City conducted an investigation of the automotive collision repair industry. The investigation served to provide valuable information on the industry's equipment, standards and labor rates. The information was collected and used to develop the specification and bid categories. Contractors are encouraged to participate with the understanding that the City is soliciting Bids from qualified Contractors that perform industry-accepted repairs.

Evidenced by the submittal of a bid, Contractor acknowledges and agrees to have read, understands and shall observe all terms, conditions and procedures outlined in this Specification.

Contractors shall participate in the Specification repair procedure as outlined in order to satisfy the City's requirements and to make possible the return of City vehicles back to service as quickly as possible.

REPAIRS

All body repairs shall be completed according to industry accepted, Uniform Repair Procedures. Accepted Uniform Repair Procedures approved for use on City vehicles are available from the following sources. 1. I-CAR (Industry Conference on Automotive Collision Repair) 2. O.E.M. (Original Equipment Manufacturers) 3. Technical Institutes and Community Colleges or approved equal sources. Labor time shall be calculated using Mitchell's UltraMate or approved equal estimating guide.

Contractors are encouraged to incorporate cost saving techniques.

Salvage, Like Kind Quality (LKQ), aftermarket parts, and rebuilt exchange parts are acceptable upon advance approval from Contract Administrator.

The type of part shall be identified in the VDQ. In the selection of replacement parts, salvaged parts shall not be used for safety related items, such as front axles, independent suspension, steering and brake systems, Air bags, and other items related to safety.

Repairs shall be performed, when cost to repair is less than the cost of parts and replacement, unless otherwise requested by the Contract Administrator. Repairs shall also include all necessary supplies and materials.

City may provide used vehicle parts to the Contractor to use in repairing a City vehicle.

REPAIR PAINTING

Painting procedures and material handling practices shall comply with all Federal, State and Local Regulations. Paint finishes shall meet or exceed O.E.M. Quality Assurance Standards and match original color and finish appearance. Contractor shall use Dupont's, PPG's, BASF's, Sherman Williams' or an approved equal manufacturer's superior quality line of products to refinish City vehicles. Labor time shall be calculated using Mitchell's UltraMate or approved equal estimating guide.

DISCOUNTS AND CHARGES

Rates, discounts and charges shall be according to those extended to other Government Agencies. Labor time shall be no greater than, and calculated using the Labor Guide in Mitchell's UltraMate or approved equal software data system.

BID SECTION

ADMINISTRATION AND ADMISSION

Contractor shall provide access during normal business hours to allow routine inspection of vehicle repairs by the Contract Administrator or appointed representative without prior notification.

Contractor shall provide a sufficient level of security to safeguard and protect City assets and vehicles against burglary, theft, vandalism and disclosure of confidential information while in its possession. Contractor shall store, whenever possible, City assets and vehicles inside a locked facility after normal working hours and when the Repair Facility is not occupied.

COMPLETE VEHICLE PAINT JOBS

The City requires the services of a Contractor to paint City vehicles. The Contractor will be required to provide complete paint jobs on light, medium, and/or heavy duty vehicles.

PAINTING / REFINISHING

Contractor shall thoroughly clean all surfaces in preparation for new paint, removing all dirt, grease, wax and foreign material. Contractor shall hand and machine sand all painted surfaces, feather edging paint chips and surface imperfections as needed. Contractor shall not paint over rust. Upon approval, Contractor may sand and chemically treat surface rust to render it inactive prior to repainting. Bare metal surfaces shall be primed. An approved primer sealer is required on bare metal surfaces to promote adhesion.

Contractor shall take special care to carefully mask all moldings, windows and vehicle parts that do not require paint. All vehicle finishes shall be glossy in appearance and void of dirt, runs, sand scratches and orange peel. As a minimum, Contractor shall apply three finish coats of paint, one tack coat and two wet finish coats.

Prior to any paint being applied to the vehicle, the City reserves the right to inspect or have the vehicle inspected for surface defects or masking voids. Contractor is required to adjust any discrepancies identified by the City before work may proceed. Adjustments to redo work are to be completed to the satisfaction of the City at no additional cost.

Contractor shall completely detail, which includes, vacuum and shampoo interior and wash and wax exterior for each vehicle after completion of paint job.

MATERIALS

All paint and materials shall comply with Federal, State and Local Regulations. Contractor shall use Dupont, PPG, BASF, Sherwin Williams or approved equal products when painting City vehicles. When applicable, paint shall match original vehicle color and finish.

WARRANTY

Contractor shall provide a ninety (90) day unconditional guarantee on all parts, materials, labor and workmanship. Contractor shall warranty each paint job against fading, loss of gloss, peeling, chalking, bubbling, cracking and wrinkling for a period of three (3) to six (6) years, depending on the paint material. Failure to provide warranty as outlined may disqualify Contractor's Bid.

WARRANTY: Parts 100 days Labor 1 year^{or} / 365 days

MISCELLANEOUS ITEMS

Miscellaneous related items and services not listed herein may be purchased in an amount not to exceed \$300.00 per order.

BID SECTION

AFFILIATIONS

Does your Company have any of the following affiliations and, if so, with which Insurance Carriers?

| <u>Yes</u> | <u>No</u> | <u>Program</u> | <u>Company</u> |
|-------------------------------------|-------------------------------------|--|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | D.R.P. (Direct Repair Program) | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | I.R.P. (Immediate Repair Program) | City of Long Beach ^{PS} Beach |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | C.O.D. (Circle of Dependability) | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | P.R.O. (Priority Repair Option) | Enterprise Rent-A-Car |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ICAR Gold Class designation, if no, are you working to achieve this status? | Working to Achieve |

LICENSES AND PERMITS

Contractor shall have and maintain, during the life of the Contract, all required state, federal, city and all other required license and permits.

Contractor's facility, painting procedures and material handling practices shall comply with all Federal, State and Local Laws, Ordinances and Regulations.

1. State Board of Equalization Resale License Number
SR AB 100 - 495861
Indicate State License Number
2. Federal Tax Identification Number
[REDACTED]
Indicate Federal Tax Number
3. State Tax Identification Number
[REDACTED]
Indicate State Tax Number
4. Business License, City/County
BU20457480
Indicate License Number/s
5. E.P.A. Toxic Waste Disposal Number
CAL 000289668
Indicate E.P.A. Number
6. A.Q.M.D. Operating Permit Number (Paint Booth)
146277
Indicate A.Q.M.D. Permit #

| REPAIR EQUIPMENT & METHODS | YES | NO | COMMENTS/EXCEPTIONS |
|--|-----|----|---------------------|
| Automated Estimating Software Program | ✓ | | |
| Mitchell Estimate MX-CX, UltraMate or approved equal system. System must provide for automatic deduction of overlap labor time. System must be capable of digital imaging. | ✓ | | |
| Indicate Estimating Software to be used | ✓ | | Mitchell |
| Gas, Arc and Mig Weld capabilities, with a minimum of two journey level body technicians ASE Certified with current Certification status. (Steel/Aluminum). | ✓ | | |
| Equipment to hoist, rack or bench vehicles for inspection. | ✓ | | |
| Hydraulic frame-straightening equipment to make multiple body and structural pulls for straightening. Chief Easyliner, or approved equal. | ✓ | | |
| A source of information for dimensions covering frame, upper body, and wheel alignment specifications for the types of vehicles being repaired. Indicate source utilized: | ✓ | | |
| Four point anchoring system to hold vehicle in stationary position during structural and body pulls. | ✓ | | |
| Paint spray booth, approved and permitted to satisfy all current Federal and State Regulations and Local zoning Ordinances. | ✓ | | |
| Paint spraying practices that satisfy all Regulations required by the Federal, State and Local Government pertaining to the Clean Air Act. | ✓ | | |
| Compliance with toxic waste disposal Laws and Regulations. | ✓ | | |
| Paint application and mixing abilities that meet or exceed original equipment manufacturer's color and finishing standards. | ✓ | | |
| State Registered and approved automotive air conditioning refrigerant recovery/recycling system for automotive air conditioning systems. | ✓ | | |
| Vehicle manufacturer approved source for supplemental restraint systems (air bags) | ✓ | | |

| REPAIR EQUIPMENT & METHODS | YES | NO | COMMENTS/EXCEPTIONS |
|---|-----|----|--|
| The ability to provide computerized four wheel alignment, including specifications printout. | ✓ | | |
| The ability to remove and reinstall suspension, engine and drive train components using original equipment manufacturer's recommended methods and procedures. | ✓ | | |
| PERSONNEL QUALIFICATIONS AND TRAINING | | | |
| A minimum of 75% of the estimating and managing staff shall be ICAR trained, ASE Certified, or Factory trained. | ✓ | | Working on I-CAR Gold |
| A minimum of 75% of body and frame technicians shall be ICAR trained, ASE certified, or factory Certified. | ✓ | | Working on I-CAR Gold |
| A minimum of 75% of paint technicians shall be ICAR trained or ASE Certified. | ✓ | | Factory Trained: yes Working on I-CAR - |

LIGHT/MEDIUM DUTY - ATTACHMENT "A"

Light and Medium Duty Cars and Trucks, Body, Frame, and Finishing Repairs Using Labor Rate Schedule as Listed in Current Mitchell UltraMate or Approved Equal Collision Estimating Guide

| Item | Unit | Description | Labor Rate |
|------|------|---|--------------|
| 01 | Hr. | R&R (Remove Replace) and Repairs | \$ <u>20</u> |
| 02 | Hr. | Frame Straightening and Repairs Set-up | \$ <u>32</u> |
| | | <u>1.5</u> Hours | |
| 03 | Hr. | Painting | \$ <u>22</u> |
| 04 | Hr. | Mechanical | \$ <u>42</u> |

New Replacement Parts as Listed in Current Mitchell UltraMate or Approved Equal Collision Estimating Guide

| Item | Estimating Guide | Source of Origin | Cost Plus |
|------|------------------|------------------|-------------|
| 01 | <u>Mitchell</u> | Domestic | <u>15</u> % |
| 02 | <u>"</u> | Asian | <u>15</u> % |
| 03 | <u>"</u> | European | <u>15</u> % |

ADDITIONAL SERVICES - Light/Medium Duty

| Item | Description | Fixed Rate |
|------|--|------------------------------|
| 01 | Two Wheel Alignment | \$ <u>89⁹⁹</u> |
| 02 | Four Wheel Alignment | \$ <u>99⁹⁹</u> |
| 03 | Air Conditioning, E&R, R134, including Freon | \$ <u>Cost + 15%</u> |
| 04 | Coolant Per Gallon | \$ <u>Cost + 15%</u> |
| 05 | Detail Interior - (entire inside including trunk - shampoo, vacuum, windows, etc.) | \$ <u>40 -</u> |
| 06 | Detail Exterior - (wash, wax, etc.) | \$ <u>80 -</u> |
| 07 | Detail Complete Package Interior/Exterior | \$ <u>125 -</u> |
| 08 | Towing up to 14,000 lbs. GVWR | \$ <u>Invoice Cost only.</u> |

PARTS - Light/Medium Duty

| Item | Description | Cost Plus |
|------|---|-------------|
| 01 | Like Kind Quality (LKQ) Parts that have been removed, and sold as like kind quality. In the past these have been labeled used. | <u>15</u> % |
| 02 | Aftermarket Parts (A) Parts that have been manufactured by other than the original vehicle manufacturer. | <u>15</u> % |
| 03 | Original Equipment Manufacture (OEM) Parts designed and manufactured by the original vehicle manufacturer. | <u>15</u> % |

REPAIR - Light/Medium Duty

| Item | Description | Cost Plus |
|------|---------------------------------|-------------|
| 01 | Radiator Repair | <u>15</u> % |
| 02 | Exchange/Remanufactured Bumpers | <u>15</u> % |

GLASS - Glass Replacement Shall be Based on the Most Cost Effective Means

| Item | Description | % Disc from *NAGS |
|------|------------------------|--------------------|
| 01 | Windshields/Back-glass | <u>Cost + 15</u> % |
| 02 | Side Glass/all other | <u>Cost + 15</u> % |

* NAGS (National Auto Glass Specifications)

COMPLETE PAINT JOB - Light/Medium Duty

Use a 2009 Ford Crown Victoria as the type of vehicle to quote for paint job. Paint jobs are to be to original standard paint

| Item | Description | Warranty | Fixed Price |
|------|-------------------------------------|----------|------------------|
| 01 | * S.S. Urethane, nonmetallics | 3 year | \$ <u>650 -</u> |
| 02 | * S.S. Urethane, nonmetallics | 5 year | \$ <u>650 -</u> |
| 03 | * S.S. Urethane, metallics | 3 year | \$ <u>700 -</u> |
| 04 | * S.S. Urethane, metallics | 5 year | \$ <u>700 -</u> |
| 05 | * S.S. Urethane, nonmetallic 2 tone | 3 year | \$ <u>800 -</u> |
| 06 | * S.S. Urethane, metallics 2 tone | 5 year | \$ <u>800 -</u> |
| 07 | Base Coat Clear Coat, nonmetallics | 5 year | \$ <u>1500 -</u> |
| 08 | Base Coat Clear Coat, metallics | 5 year | \$ <u>1550 -</u> |
| 09 | Base Coat Clear Coat, 2 tone | 5 year | \$ <u>1650 -</u> |
| 10 | Two Part Poly Urethane | 6 year | \$ <u>1650 -</u> |

* S.S. Single Stage

MISCELLANEOUS ADDITIONAL CHARGES FOR PAINT JOBS - Light/Medium Duty

| Item | Description | Fixed Rate |
|------|---|----------------------------|
| 01 | Flex additive, bumpers, etc. | \$ <u>7</u> |
| 02 | Jambs, per opening | \$ <u>1hr + Material</u> |
| 03 | Under hood/deck lid, all jambs @ color change | \$ <u>5hr + "</u> |
| 04 | Extra size | \$ <u>Varies with Size</u> |
| 05 | Environmental compliance charge | \$ <u>5</u> |
| 06 | Pin striping, complete, factory design | \$ <u>Cost + 15%</u> |
| 07 | Decal removal, standard City vehicle | \$ <u>55</u> |
| 08 | Decal removal, Police patrol car | \$ <u>55</u> |

**ATTACHMENT "A"
COST ESTIMATE SCENARIO #1**

DAMAGE: Front left quartering impact with moderate damage

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|---|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Frnt. Bumper | — | — | — | — | — | — |
| 2 | X | | Frnt. Bumper Cover | 2.0 | 3.2 | — | 210.01 | A | — |
| 3 | X | | Frnt. Bumper Reinforcement | — | — | — | 52.50 | A | — |
| 4 | X | | Grille | .2 | — | — | 61.50 | A | — |
| 5 | X | | Grille Nut | — | — | — | Inc | — | — |
| 6 | X | | Lt. Headlight Assy. | .4 | — | — | 70.00 | LKQ | — |
| 7 | X | | Lt. Headlight | — | — | — | Inc | — | — |
| 8 | X | | Lr. Park I Signal Lamp Assy. | — | — | — | Inc | — | — |
| 9 | X | | Radiator | 1.3 | — | — | 80.50 | A | — |
| 10 | X | | Upper Radiator Support | 3.0 | 1.5 | — | 188.43 | A | — |
| 11 | X | | Lt. Fender Panel | 3.0 | 1.7 | — | 42.50 | A | — |
| 12 | X | | Lt. Fender Apron Assy. | 7.5 | 1.0 | — | 558.2 | O | — |
| 13 | X | | Lt. Fender Brace | .2 | — | — | 60.00 | O | — |
| 14 | X | | Lt. Grille Panel Bracket | — | — | — | Inc | — | — |
| 15 | X | | Lt. Front body Bracket | — | — | — | Inc | — | — |
| 16 | X | | Front Body Brace | .2 | — | — | 59.99 | O | — |
| 17 | X | | Lt. Front Body Brace | — | — | — | Inc | — | — |
| 18 | | X | Check and Adjust F1/Lamps | .4 | — | — | — | — | — |
| 19 | X | | Hood Panel (Factory OEM Aluminum ONLY) | .5 | — | — | 472 | O | — |
| 20 | X | | Hood Primary Latch | .3 | — | — | 33.87 | A | — |
| 21 | X | | Frnt. W/Shield NAGS | — | — | — | 1.00 | LKQ | 125 |
| 22 | X | | Air Bag Module - Driver Side (Factory OEM ONLY) | 2 | — | — | 460.00 | O | — |
| 23 | | X | Detail Interior | — | — | — | 110.00 | — | — |
| 24 | | | Towing - From Fleet Services to Your Shop | — | — | — | — | — | 30 |
| 25 | | X | Set to Pull Frame | — | — | 1.5 | — | — | — |
| 26 | | X | Pull Frame - Back 3" & High 1" | — | — | 1 | — | — | — |
| 27 | | X | Frnt. Wheel Alignment | — | — | — | — | — | 80 |
| 28 | | X | Refinish as Required & Paint Materials | — | — | — | — | — | — |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2009

24 Hrs @ \$ 20 Body \$ 420

Make: Ford

7.4 Hrs @ \$ 22 Paint \$ 162.8

Model: Escape, Hybrid 4 door SUV

2.5 Hrs @ \$ 32 Frame \$ 80

VIN #: [REDACTED]

Parts: \$ 2404.3

Please state part type as:

Shop Mat: \$ —

O = OEM A = Aftermarket LKQ = Like Kind Quality

Paint Mat: \$ 148.00

Failure to state part type may result in rejection of your bid.
Refer to definitions.

Sublet Mat: \$ 235

Sales Tax (9.0%): \$ 216.38

Number of days required in Contractor's shop for repairs:

5

Total: \$ 3,666.48

Kankin [Signature] 6-12-14

ATTACHMENT "A"
COST ESTIMATE SCENARIO #1

DAMAGE: Front left quartering impact with moderate damage

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|---|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Frnt. Bumper | | | | | | |
| 2 | X | | Frnt. Bumper Cover | | | | | | |
| 3 | X | | Frnt. Bumper Reinforcement | | | | | | |
| 4 | X | | Grille | | | | | | |
| 5 | X | | Grille Nut | | | | | | |
| 6 | X | | Lt. Headlight Assy. | | | | | | |
| 7 | X | | Lt. Headlight | | | | | | |
| 8 | X | | Lr. Park I Signal Lamp Assy. | | | | | | |
| 9 | X | | Radiator | | | | | | |
| 10 | X | | Upper Radiator Support | | | | | | |
| 11 | X | | Lt. Fender Panel | | | | | | |
| 12 | X | | Lt. Fender Apron Assy. | | | | | | |
| 13 | X | | Lt. Fender Brace | | | | | | |
| 14 | X | | Lt. Grille Panel Bracket | | | | | | |
| 15 | X | | Lt. Front body Bracket | | | | | | |
| 16 | X | | Front Body Brace | | | | | | |
| 17 | X | | Lt. Front Body Brace | | | | | | |
| 18 | | X | Check and Adjust F1/Lamps | | | | | | |
| 19 | X | | Hood Panel (Factory OEM Aluminum ONLY) | | | | | | |
| 20 | X | | Hood Primary Latch | | | | | | |
| 21 | X | | Frnt. W/Shield NAGS | | | | | | |
| 22 | X | | Air Bag Module - Driver Side (Factory OEM ONLY) | | | | | | |
| 23 | | X | Detail Interior | | | | | | |
| 24 | | | Towing - From Fleet Services to Your Shop | | | | | | |
| 25 | | X | Set to Pull Frame | | | | | | |
| 26 | | X | Pull Frame - Back 3" & High 1" | | | | | | |
| 27 | | X | Frnt. Wheel Alignment | | | | | | |
| 28 | | X | Refinish as Required & Paint Materials | | | | | | |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2009 _____ Hrs @ \$ _____ Body \$ _____

Make: Ford _____ Hrs @ \$ _____ Paint \$ _____

Model: Escape, Hybrid 4 door SUV _____ Hrs @ \$ _____ Frame \$ _____

VIN #: _____ Parts: \$ _____

Please state part type as: Shop Mat: \$ _____

O = OEM A = Aftermarket LKQ = Like Kind Quality Paint Mat: \$ _____

Failure to state part type may result in rejection of your bid. Sublet Mat: \$ _____

Refer to definitions. Sales Tax (9.0%): \$ _____

Number of days required in Contractor's shop for repairs: _____ Total: \$ _____

**ATTACHMENT "A"
COST ESTIMATE SCENARIO #2**

DAMAGE: Minor left rear quartering impact. Driveable.

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|--|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Rear Bumper Cover | 1.8 | - | - | 373.75 | LKQ | - |
| 2 | X | | Rear Bumper Cover Mldg. | - | - | - | Inc | " | - |
| 3 | X | | Rear Bumper Reinforcement | - | - | - | Inc | " | - |
| 4 | X | | Rt. Rear Bumper Impact Absorber | - | - | - | Inc | " | - |
| 5 | X | | Lt. Rear Bumper Impact Absorber | - | - | - | Inc | " | - |
| 6 | X | | Lt. Tail Lamp Assy. | .4 | - | - | 40.20 | LKQ | - |
| 7 | X | | Rt. Tail Lamp Assy. | .4 | - | - | 40.20 | LKQ | - |
| 8 | | X | Set to Pull Frame | - | - | 1.0 | - | - | - |
| 9 | | X | Pull & Square Frame Low 1" Sway 3" | - | - | 1 | - | - | - |
| 10 | | X | Paint Complete Same Color Two-Tone Black & White (Inc. Jambs, Frames, Hood & Trunk) | - | 5 | - | - | - | 650 |
| 11 | | X | Detail Interior | - | - | - | - | - | 40- |
| 12 | | X | Refinish as Required & Paint Materials | - | - | - | - | - | - |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2011

2.6 Hrs @ \$ 20 Body \$ 52

Make: Ford

5 Hrs @ \$ 22 Paint \$ 110

Model: Crown Victoria Sedan

2 Hrs @ \$ 32 Frame \$ 64

VIN #: XXXXXXXXXX

Parts: \$454.15

Please state part type as:

Shop Mat: \$ -

O = OEM/ A = Aftermarket LKQ = Like Kind Quality

Paint Mat: \$ 100

Failure to state part type may result in rejection of your bid.
Refer to definitions.

Sublet Mat: \$ 690

Sales Tax (9.0%): \$ 40.8

Number of days required in Contractor's shop for repairs:

10 working Days

Total: \$ 1,510.95

Ranbir Singh

**ATTACHMENT "A"
COST ESTIMATE SCENARIO #2**

DAMAGE: Minor left rear quartering impact. Driveable.

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|--|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Rear Bumper Cover | | | | | | |
| 2 | X | | Rear. Bumper Cover Mldg. | | | | | | |
| 3 | X | | Rear. Bumper Reinforcement | | | | | | |
| 4 | X | | Rt. Rear. Bumper Impact Absorber | | | | | | |
| 5 | X | | Lt. Rear. Bumper Impact Absorber | | | | | | |
| 6 | X | | Lt. Tail Lamp Assy. | | | | | | |
| 7 | X | | Rt. Tail Lamp Assy. | | | | | | |
| 8 | | X | Set to Pull Frame | | | | | | |
| 9 | | X | Pull & Square Frame Low 1" Sway 3" | | | | | | |
| 10 | | X | Paint Complete Same Color Two-Tone Black & White (Inc. Jambs, Frames, Hood & Trunk) | | | | | | |
| 11 | | X | Detail Interior | | | | | | |
| 12 | | X | Refinish as Required & Paint Materials | | | | | | |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2011 _____ Hrs @ \$ _____ Body \$ _____

Make: Ford _____ Hrs @ \$ _____ Paint \$ _____

Model: Crown Victoria Sedan _____ Hrs @ \$ _____ Frame \$ _____

VIN #: XXXXXXXXXX _____ Parts: \$ _____

Please state part type as: _____ Shop Mat: \$ _____

O = OEM A = Aftermarket LKQ = Like Kind Quality _____ Paint Mat: \$ _____

Failure to state part type may result in rejection of your bid. _____ Sublet Mat: \$ _____

Refer to definitions.

Sales Tax (9.0%): \$ _____

Number of days required in Contractor's shop for repairs: _____ Total: \$ _____

PS

**ATTACHMENT "A"
COST ESTIMATE SCENARIO #3**

DAMAGE: Moderate front impact.

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|--|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Lt. Front Fender | 1.6 | 1.8 | - | 126.5 | A | - |
| 2 | X | | Front Bumper Cover | 1.0 | 2.6 | - | 112.50 | A | - |
| 3 | X | | Front Bumper Reinforcement | .2 | - | - | 169.35 | A | - |
| 4 | X | | Lt. Front Bumper Cover Support | Inc | - | - | 27.00 | A | - |
| 5 | X | | Front Bumper Cover Absorber | 11 | - | - | 39.00 | A | - |
| 6 | X | | Fr. Front Bumper Cover Support | 11 | - | - | 27.00 | A | - |
| 7 | X | | Grille | 11 | - | - | 38.00 | A | - |
| 8 | X | | Grille Support | 11 | - | - | N/A | - | - |
| 9 | X | | Hood | 1.3 | 2.6 | - | 189- | A | - |
| 10 | X | | Hold Open Rod | .2 | - | - | 9.48 | O | - |
| 11 | X | | Hood Panel Emblem | .1 | - | - | 30.67 | O | - |
| 12 | X | | Radiator | Inc | - | - | 155.25 | LKQ | - |
| 13 | X | | Radiator Support | 8.3 | 1.5 | - | 150.25 | A | - |
| 14 | X | | Air Conditioning Hoses | 1.0 | - | - | 180.53 | A | - |
| 15 | X | | Air Conditioning Pipes | 1.0 | - | - | Inc | A | - |
| 16 | X | | Lt. Fender Brace | - | - | - | N/A | - | - |
| 17 | X | | Fr. W/Shield NAGS | - | - | - | 101- | A | 55 |
| 20 | X | | Air Bag Module - Driver Side (Factory OEM ONLY) | - | - | - | 580- | O | - |
| 21 | X | | Air Bag Module - Passenger Side (Factory OEM ONLY) | - | - | - | 611- | O | - |
| 22 | | X | Detail Interior | - | - | - | 40- | - | - |
| 23 | | | Towing - From Fleet Services to Your Shop | - | - | - | - | - | 30 |
| 24 | | X | Set to Pull Frame | - | - | 1.5 | - | - | - |
| 25 | | X | Pull Frame - Back 3" & High 1" | - | - | 1 | - | - | - |
| 26 | | X | Fr. Wheel Alignment | - | - | - | - | - | 89.99 |
| 27 | | X | Refinish as Required & Paint Materials | - | - | - | - | - | - |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2008 14.7 Hrs @ \$20 Body \$294-

Make: Toyota 8.5 Hrs @ \$22 Paint \$187-

Model: Prius, 4 door Sedan 2.5 Hrs @ \$32 Frame \$80

VIN #: [REDACTED] Parts: \$2547.13

Please state part type as: Shop Mat: \$ -

O = OEM A = Aftermarket LKQ = Like Kind Quality Paint Mat: \$170

Failure to state part type may result in rejection of your bid. Sublet Mat: \$214.99

Refer to definitions. Sales Tax (9.0%): \$229.2

Number of days required in Contractor's shop for repairs: 9 Total: \$3722.32

Ranbir Sahal

ATTACHMENT "A"
COST ESTIMATE SCENARIO #3

DAMAGE: Moderate front impact.

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|--|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Lt. Front Fender | | | | | | |
| 2 | X | | Front Bumper Cover | | | | | | |
| 3 | X | | Front Bumper Reinforcement | | | | | | |
| 4 | X | | Lt. Front Bumper Cover Support | | | | | | |
| 5 | X | | Front Bumper Cover Absorber | | | | | | |
| 6 | X | | Rt. Front Bumper Cover Support | | | | | | |
| 7 | X | | Grille | | | | | | |
| 8 | X | | Grille Support | | | | | | |
| 9 | X | | Hood | | | | | | |
| 10 | X | | Hold Open Rod | | | | | | |
| 11 | X | | Hood Panel Emblem | | | | | | |
| 12 | X | | Radiator | | | | | | |
| 13 | X | | Radiator Support | | | | | | |
| 14 | X | | Air Conditioning Hoses | | | | | | |
| 15 | X | | Air Conditioning Pipes | | | | | | |
| 16 | X | | Lt. Fender Brace | | | | | | |
| 17 | X | | Frnt. W/Shield NAGS | | | | | | |
| 20 | X | | Air Bag Module - Driver Side (Factory OEM ONLY) | | | | | | |
| 21 | X | | Air Bag Module - Passenger Side (Factory OEM ONLY) | | | | | | |
| 22 | | X | Detail Interior | | | | | | |
| 23 | | | Towing - From Fleet Services to Your Shop | | | | | | |
| 24 | | X | Set to Pull Frame | | | | | | |
| 25 | | X | Pull Frame - Back 3" & High 1" | | | | | | |
| 26 | | X | Frnt. Wheel Alignment | | | | | | |
| 27 | | X | Refinish as Required & Paint Materials | | | | | | |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2008 _____ Hrs @ \$ _____ Body \$ _____

Make: Toyota _____ Hrs @ \$ _____ Paint \$ _____

Model: Prius, 4 door Sedan _____ Hrs @ \$ _____ Frame \$ _____

VIN #: _____ Parts: \$ _____

Please state part type as: Shop Mat: \$ _____

O = OEM A = Aftermarket LKQ = Like Kind Quality Paint Mat: \$ _____

Failure to state part type may result in rejection of your bid. Sublet Mat: \$ _____

Refer to definitions.

Sales Tax (9.0%): \$ _____

Number of days required in Contractor's shop for repairs: 9

Total: \$ 3,722.32

HEAVY DUTY - ATTACHMENT "B"

Heavy Duty Truck, Body, Frame, and Finishing Repairs Using Labor Rate Schedule as Listed in Current Mitchell UltraMate or Approved Equal Collision Estimating Guide

| Item | Unit | Description | Labor Rate |
|------|------|----------------------------------|--------------|
| 01 | Hr. | R&R (Remove Replace) and Repairs | \$ <u>22</u> |
| 02 | Hr. | Frame Straightening and Repairs | \$ <u>32</u> |
| | | Set-up <u>1.5</u> Hours | |
| 03 | Hr. | Painting | \$ <u>22</u> |
| 04 | Hr. | Mechanical | \$ <u>40</u> |

New Replacement Parts as Listed in Current Mitchell UltraMate or Approved Equal Collision Estimating Guide

| Item | Estimating Guide | Source of Origin | Cost Plus |
|------|------------------|------------------|-------------|
| 01 | <u>Mitchell</u> | Domestic | <u>15</u> % |
| 02 | <u>"</u> | Asian | <u>15</u> % |
| 03 | <u>"</u> | European | <u>15</u> % |

ADDITIONAL SERVICES - Heavy Duty

| Item | Description | Fixed Rate |
|------|--|-----------------------------|
| 01 | Two Wheel Alignment | \$ <u>89⁹⁹</u> |
| 02 | Air Conditioning, E&R, R134, including Freon | \$ <u>Cost + 15%</u> |
| 03 | Coolant Per Gallon | \$ <u>Cost + 15%</u> |
| 04 | Towing up to 14,000 lbs. GVWR | \$ <u>Invoice Cost Only</u> |
| 05 | Detail Interior - (entire inside including trunk - shampoo, vacuum, windows, etc.) | \$ <u>40</u> |
| 06 | Detail Exterior - (wash, wax, etc.) | \$ <u>80</u> |

07 Detail Complete Package Interior/Exterior

\$ 120-

PARTS - Heavy Duty

| Item | Description | Cost Plus |
|------|---|-------------|
| 01 | Like Kind Quality (LKQ) Parts that have been removed, and sold as like kind quality. In the past these have been labeled used. | <u>15</u> % |
| 02 | Aftermarket Parts (A) Parts that have been manufactured by other than the original vehicle manufacturer. | <u>15</u> % |
| 03 | Original Equipment Manufacture (OEM) Parts designed and manufactured by the original vehicle manufacturer. | <u>15</u> % |

REPAIR - Heavy Duty

| Item | Description | Cost Plus |
|------|---------------------------------|-------------|
| 01 | Radiator Repair | <u>15</u> % |
| 02 | Exchange/Remanufactured Bumpers | <u>15</u> % |

GLASS - Glass Replacement Shall be Based on the Most Cost Effective Means

| Item | Description | % Disc from *NAGS |
|------|------------------------|---------------------|
| 01 | Windshields/Back-glass | <u>Cost + 15%</u> % |
| 02 | Side Glass/all other | <u>Cost + 15%</u> % |

* NAGS (National Auto Glass Specifications)

COMPLETE PAINT JOB - Heavy Duty

Use a 2009 Hackey 36' Beverage Trailer as the type of vehicle to quote for paint job. Paint jobs are to be to original standard paint.

| Item | Description | Warranty | Fixed Price |
|------|-------------------------------------|----------|------------------|
| 01 | * S.S. Urethane, nonmetallics | 3 year | \$ <u>3000 -</u> |
| 02 | * S.S. Urethane, nonmetallics | 5 year | \$ <u>4500 -</u> |
| 03 | * S.S. Urethane, metallics | 3 year | \$ <u>4200 -</u> |
| 04 | * S.S. Urethane, metallics | 5 year | \$ <u>5000 -</u> |
| 05 | * S.S. Urethane, nonmetallic 2 tone | 3 year | \$ <u>4000 -</u> |
| 06 | * S.S. Urethane, metallics 2 tone | 5 year | \$ <u>5000 -</u> |
| 07 | Base Coat Clear Coat, nonmetallics | 5 year | \$ <u>7000 -</u> |
| 08 | Base Coat Clear Coat, metallics | 5 year | \$ <u>7000 -</u> |
| 09 | Base Coat Clear Coat, 2 tone | 5 year | \$ <u>8000 -</u> |
| 10 | Two Part Poly Urethane | 6 year | \$ <u>4000 -</u> |

* S.S. Single Stage

MISCELLANEOUS ADDITIONAL CHARGES FOR PAINT JOBS - Heavy Duty

| Item | Description | Fixed Rate |
|------|--------------------------------------|--------------------------|
| 01 | Jambs, per opening | \$ <u>1hr + Material</u> |
| 02 | Extra size | \$ <u>Varies on Size</u> |
| 03 | Environmental compliance charge | \$ <u>7 -</u> |
| 04 | Decal removal, standard City vehicle | \$ <u>55 -</u> |
| 05 | Decal removal, Safety vehicles | \$ <u>55 -</u> |

ATTACHMENT "B"
COST ESTIMATE SCENARIO #1

DAMAGE: Left front impact with medium damage

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|------------------------------|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Front bumper | 1.5 | - | - | 829.73 | O | - |
| 2 | X | | Lt. & Rt lower hood hinges | .5 | - | - | 94.04 | O | - |
| 3 | X | | Hood assembly | 2.0 | - | - | 2200 | LKQ | - |
| 4 | X | | Lt side hood latch assembly | .3 | - | - | 87.75 | O | - |
| 5 | X | | Front nose panel | - | - | - | Inc | - | - |
| 6 | X | | Lt side hood model badge | .5 | - | - | 117.47 | O | - |
| 7 | X | | Lt side turn signal assembly | Inc | - | - | 247.50 | LKQ | - |
| 8 | X | | Lt side head light assembly | Inc | - | - | Inc | - | - |
| 9 | X | | Lt side head light bezel | Inc | - | - | Inc | - | - |
| 10 | X | | High pressure AC hose | 2.0 | - | - | 201 | O | - |
| 11 | | X | Evacuate and recharge AC | - | - | - | - | - | 200 |
| 12 | X | | Radiator | 1 | - | - | 770 | LKQ | - |
| 13 | | X | Refinish and paint to match | - | 4 | - | - | - | - |
| 14 | | X | Align front end | - | - | - | - | - | 89.99 |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2001

Make: International

Model: 4700

VIN #: [REDACTED]

Please state part type as:

O = OEM A = Aftermarket LKQ = Like Kind Quality

Failure to state part type may result in rejection of your bid.
Refer to definitions.

Number of days required in Contractor's shop for repairs: 5

7.8 Hrs @ \$ 22 Body \$ 171.6

4 Hrs @ \$ 22 Paint \$ 88

0 Hrs @ \$ 32 Frame \$ 0

Parts: \$ 4547.69

Shop Mat: \$ -

Paint Mat: \$ 80

Sublet Mat: \$ 289.99

Sales Tax (9.0%): \$ 409.2

Total: \$ 5586.48

Franklin [Signature]

**ATTACHMENT "B"
COST ESTIMATE SCENARIO #1**

DAMAGE: Left front impact with medium damage

| | Replace | Repair | | Body Hrs. | Paint Hrs. | Frame Hrs. | Parts List Price | Part Type | Sublet Net |
|----|---------|--------|------------------------------|-----------|------------|------------|------------------|-----------|------------|
| 1 | X | | Front bumper | | | | | | |
| 2 | X | | Lt, & Rt lower hood hinges | | | | | | |
| 3 | X | | Hood assembly | | | | | | |
| 4 | X | | Lt side hood latch assembly | | | | | | |
| 5 | X | | Front nose panel | | | | | | |
| 6 | X | | Lt side hood model badge | | | | | | |
| 7 | X | | Lt side turn signal assembly | | | | | | |
| 8 | X | | Lt side head light assembly | | | | | | |
| 9 | X | | Lt side head light bezel | | | | | | |
| 10 | X | | High pressure AC hose | | | | | | |
| 11 | | X | Evacuate and recharge AC | | | | | | |
| 12 | X | | Radiator | | | | | | |
| 13 | | X | Refinish and paint to match | | | | | | |
| 14 | | X | Align front end | | | | | | |

Actual cost of repairs shall not exceed itemized estimate by more than 5%, no exceptions.

Year: 2001 _____ Hrs @ \$ _____ Body \$ _____

Make: International _____ Hrs @ \$ _____ Paint \$ _____

Model: 4700 _____ Hrs @ \$ _____ Frame \$ _____

VIN #: XXXXXXXXXX _____ Parts: \$ _____

Please state part type as: _____ Shop Mat: \$ _____

O = OEM A = Aftermarket LKQ = Like Kind Quality _____ Paint Mat: \$ _____

Failure to state part type may result in rejection of your bid. _____ Sublet Mat: \$ _____

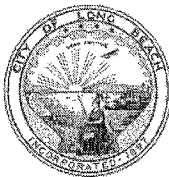
Refer to definitions.

Sales Tax (9.0%): \$ _____

Number of days required in Contractor's shop for repairs: _____ **Total:** \$ _____

PAYMENT TERMS: _____





ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Ranbir Sehgal

Signature of Authorized Representative

Secretary

Title of Authorized Representative

Sada Karobar Inc

Business/Contractor/ Agency

6-12-14

Date

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to confirm that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business under "Search Records". The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.



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

Reference Information Form

Client/Contractor Name Don Gath Insurance
 Project Manager/Contact Name Greg Gath E-mail _____ Ph. No. 562-498-6701
 Address 2199 Temple Ave Long Beach CA 90809
 Project Description Body Repair
 Project Dates (Start and End) N/A Contract Term(s) N/A Contract Amount N/A

Client/Contractor Name Boulevard Buick GMC
 Project Manager/Contact Name Brian E-mail _____ Ph. No. 562-264-0913
 Address 2800 Cherry Ave Long Beach CA 90755
 Project Description Parts Vendor
 Project Dates (Start and End) 2000 Contract Term(s) Current Contract Amount N/A

Client/Contractor Name Jerome Liess Enterprize Rent-A-Car
 Project Manager/Contact Name Jerome E-mail _____ Ph. No. 310-436-2375
 Address 17210 S Main st Gardena CA 90755
 Project Description Body Repair & Lube work.
 Project Dates (Start and End) 2010 Contract Term(s) Current Contract Amount _____

★ Client/Contractor Name City of Long Beach
 Project Manager/Contact Name Luis E-mail Juan.Mercado@longbeach.gov Ph. No. 562-570-5410
 Address 3111 E Willow st Long Beach CA 90805
 Project Description Client - Auto Body Repairs.
 Project Dates (Start and End) 6-2013 Contract Term(s) Current Contract Amount _____

Client/Contractor Name City of Long Beach
 Project Manager/Contact Name Jock Lewis E-mail Jock.Lewis@longbeach.gov Ph. No. _____
 Address 3111 E Willow st Long Beach CA 90805
 Project Description Auto Body Repairs
 Project Dates (Start and End) 6-2013 Contract Term(s) Current Contract Amount _____

ORDINANCE NO. ORD-09-0036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4864

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 **EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS**

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

- 1 2.73.030 Contractors subject to requirements.
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 2.73.040 Non-discrimination in provision of benefits.
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

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whatever steps are necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreement(s); and

c. In the event that the contractor cannot end discrimination in benefits despite taking all reasonable measure to do so, the contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized, in writing by the City Manager, this cash equivalent payment must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened, or in any case no longer than three (3) months from the date the contract with the City was executed. This cash equivalent payment shall not be required where it is prohibited by federal labor law.

D. Employers subject to this Chapter pursuant to Section 2.73.030 shall give written notification to each current and new employee of his or her potential rights under this Chapter in a form specified by the City. Such notice shall also be posted prominently in areas where it may be seen by all employees.

2.73.050 Required contract provisions.

Every contract subject to this Chapter shall contain provisions requiring it to comply with the provisions of this Chapter as they exist on the date when the contractor entered the contract with the City or when such contract is amended. Such contract provisions may include but need not be limited to the contractor's duty to promptly provide to the City documents and information verifying its compliance with the requirements of this Chapter and sanctions for noncompliance.

///
///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

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available to the public, or any competitive or sealed bids received by the City as of the effective date of this Chapter under the following circumstances:

a. There are no qualified responsive bidders or prospective contractors who comply with this Chapter and the contract is for goods, a service or a project that is essential to the City or City residents; or

b. The requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used for the purpose of evading the intent of this Chapter.

B. The requirements of this Chapter shall not be applicable to contracts executed or amended prior to the effective date of this Chapter, or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City prior to the effective date of this Chapter, unless and until such contracts are amended after the effective date of this Chapter and would otherwise be subject to this Chapter.

C. The City Manager or designee may issue regulations from time to time implementing the provisions of this ordinance.

D. The City Manager shall report to the City Council annually on the status of waivers and exemptions.

2.73.070 Retaliation and discrimination prohibited.

A. No employer shall retaliate or discriminate against an employee in his or her terms and conditions of employment by reason of the person's status as an employee protected by the requirements of this Chapter.

B. No employer shall retaliate or discriminate against a person in his or her terms and conditions of employment by reason of the person reporting a violation of this Chapter or for prosecuting an action for

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enforcement of this Chapter.

2.73.080 Employee complaints to City.

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

2.73.090 Remedies.

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

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ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 B. Notwithstanding any provision of this Chapter or any other
2 Chapter to the contrary, no criminal penalties shall attach for any violation of
3 this Chapter.

4 C. No remedy set forth in this Chapter is intended to be exclusive
5 or a prerequisite for asserting a cause of action to enforce any rights
6 hereunder in a court of law. This Chapter shall not be construed to limit an
7 employee's right to bring a common law cause of action for wrongful
8 termination.

9 D. Nothing in this Chapter shall be interpreted to authorize a right
10 of action against the City.

11
12 Section 2. The City Clerk shall certify to the passage of this ordinance by
13 the City Council and cause it to be posted in three (3) conspicuous places in the City of
14 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the
15 Mayor.

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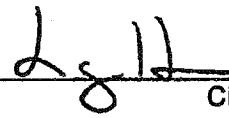
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:


Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09
(Date)


Mayor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

ATTACHMENT "2"

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.

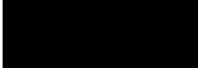
Printed Name: Ranbir Sohal Title: Secretary

Signature: Ranbir Sohal Date: 6-12-14

Business Entity Name: Sada Karobar Inc

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Eddy's Auto Body Federal Tax ID No. 
Address: 1750 Daisy Ave
City: Long Beach State: CA ZIP: 90813
Contact Person: Ranbir Sahal Telephone: 562-432-6979
Email: eddys Auto Body@gmail.com Fax: 562-432-4923

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 12 day of June, 2013, at 11:35 am, _____

Name Ranbi Sehgal Signature Ranbi Sehgal

Title Secretary Federal Tax ID No. 

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 10% on this contract.

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp.

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to www.longbeach.gov/purchasing and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.



COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES CONTRACTS

SECTION 1

| | | | |
|--|-------------------------|---|----------------|
| Project Name: | <i>Auto Body Repair</i> | Date: | <i>6/12/14</i> |
| Prime Consultant: | <i>Eddy's Auto Body</i> | Prime Contract \$ Amount: | |
| Estimated \$ Value of Prime's Participation: | <i>25%</i> | Estimated % of Prime's Participation: | <i>25%</i> |
| Estimated \$ Value of SBE Participation: | <i>25%</i> | Estimated SBE % of Prime Contract \$ Amount: | <i>30,000</i> |
| Estimated \$ Value of VSBE Participation: | <i>25%</i> | Estimated VSBE % of Prime Contract \$ Amount: | <i>N/A</i> |
| Estimated \$ Value of LSBE Participation: | <i>25%</i> | Estimated LSBE % of Prime Contract \$ Amount: | <i>N/A</i> |

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> |
| <i>ASAP Auto Parts 6112 Paramount Blvd Long Beach CA 90805</i> | <i>SBE</i> | <i>Supplier</i> | <i>Vendor</i> | <i>Auto parts</i> | <i>15,000</i> | <i>2%</i> |
| <i>Long Beach Hose & Coupling 1265 West 16th St L B CA 90813</i> | <i>SBE</i> | <i>"</i> | <i>"</i> | <i>Hose Coupling</i> | <i>\$ 3000-</i> | <i>1%</i> |
| <i>Trans Plus Auto 793 Redondo Ave 90804</i> | <i>"</i> | <i>Vendor</i> | <i>Vendor</i> | <i>Auto Repair</i> | <i>\$ 10,000</i> | <i>2%</i> |
| <i>Worthington Ford 2950 N. Galena Blvd</i> | <i>SBE</i> | <i>Supplier</i> | <i>Vendor</i> | <i>Parts</i> | <i>25,000</i> | <i>25%</i> |

Ranbir Sahal / Ranbir Sahal *562-432-6979*
 Completed by: Prime Consultant Contact (please print or type) Phone # *eddy's auto body@gmail.com*
Ranbir Sahal *6/12/14* *eddy's*
 Signature Date Email

**INSTRUCTIONS FOR COLB FORM SBE-2P:
SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES
CONTRACTS**

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

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime 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 prime contractor 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.

**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) Sada Karobar Inc

Business name/disregarded entity name, if different from above Eddgis Auto Body & Paint

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) 1750 Daisy Ave

City, state, and ZIP code Long Beach CA 90813

Requester's name and address (optional) _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

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

Social security number _____

Employer identification number _____

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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Ranbir Sehgal Date 6-12-14

General Instructions

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

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.