TO:

CITY OF LONG BEACH

**CITY CLERK** 

ATTN: Michelle King

333 West Ocean Boulevard, Lobby Level

Long Beach, California 90802



#### **INVITATION TO BID**

**General Automotive Parts** 

CONTRACT NO.

34774

I. 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: _	Garden Grove	CA ON	THE	_25th_ da	Y OF <u>S</u>	eptembe MONTH	<u>r</u> , 20	<u> 17 .                                     </u>
COMPANY NAME:	Battery Systems, In	c.		TIN:		(FEDERAL TAX IDE	NTIFICATION NUM	ARED)
STREET ADDRESS:	12322 Monarch St.	CITY: _	Gard	en Grove		•	<u>CA</u> zip:	
PHONE:	319-667-9320		FAX:	310-742	-2299			
si find	(SIGNATURE)				Pres	sident		
	Brad Streelman			bids@ba		stems.n	et	·
s/ Ma	CORONT NAMES				(EM	AIL ADDRESS)	7014	
Brad	Stronon			bids@bi		stems.i	· ·	
	(PRINT NAME)  NATURES MUST BE NOTARIZED F DUT-OF-STATE BID WILL BE CONS  NOTARIES ARE	IDERED UNL	ESS A N	IOTARIAL ACKI	SIDE THE SOWLEDGE			
IN WITNESS WHEREOF of the date stated below.	the City of Long Beach has caused this con	tract to be exec	cuted as re	quired by law as	CHARLES PA	AS TO FORM	26	, 20(~~.
THE CITY OF LONG BEAG BY		10/3	v 17		CITY ATTO			<b>*</b>
Direct	tor of Financial Management		Date	,			Deputy	

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  General  Limited  Joint Venture  Individual  DBA  Limited Limited of CA  Individual  State of CA  Example 1  Individual  State of CA  Individual  State of CA
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)
<ul><li>a. The only acceptable signature is the owner of the company. (Only one signature is required.)</li><li>b. The owner's signature must be notarized if the company is located outside of the state of California.</li></ul>
PARTNERSHIP
<ul><li>a. The only acceptable signature(s) is/are that of the general partner or partners.</li><li>b. Signature(s) must be notarized if the partnership is located outside of the state of California.</li></ul>
CORPORATION
<ul><li>a. Two (2) officers of the corporation must sign.</li><li>b. Each signature must be notarized if the corporation is located outside of the state of California.</li></ul>
, OR
<ul> <li>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 <u>contracts</u> on behalf of the corporation.</li> <li>b. Signature(s) must be notarized if the corporation is located outside of the state of California.</li> </ul>
LIMITED LIABILITY COMPANY
<ul> <li>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.)</li> <li>b. Signature must be notarized if the company is located outside of the state of California.</li> </ul>

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

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## **ACKNOWLEDGMENT**

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ce wh	notary public or other officer completing the rtificate verifies only the identity of the indicate verifies only the identity of the indicate signed the document to which this certificated, and not the truthfulness, accuracy lidity of that document.	dividual dificate is	
	te of California inty of <u>ORANGE</u>	)	
On	SEPTEMBER 25,2017 before		AH GEER, NMAPY VUBLIC ert name and title of the officer)
who sub in h	sonally appeared BYAD STEED or proved to me on the basis of satisfactors scribed to the within instrument and acknowledge is/her/their authorized capacity(ies), and son(s), or the entity upon behalf of which	nowledged to me that by his/her/t	ne that he/she/they executed the same /their signature(s) on the instrument the
	rtify under PENALTY OF PERJURY unde agraph is true and correct.	er the laws of th	he State of California that the foregoing
	NESS my hand and official seal.	Seal)	DALINAH GEER Notary Public – California Orange County Commission # 2184257 My Comm. Expires Mar 21, 2021
. —		OPTIONAL	
	gh the data below is not required by law, it may prove valuable sform.	e to persons relying on	n the document and could prevent fraudulent reattachment
	CAPACITY CLAIMED BY SIGNER	DESC	CRIPTION OF ATTACHED DOCUMENT
	INDIVIDUAL CORPORATE OFFICER	I	HVITATION TO BID  TITLE OR TYPE OF DOCUMENT
	TITLE(S) PARTNER(S)		
	ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR		NUMBER OF PAGES
	OTHER:		DATE OF DOCUMENT
	SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	S	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 lnk. 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 lnk 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 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, <a href="http://www.dir.ca.gov/disr">http://www.dir.ca.gov/disr</a> 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 Clty free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

#### 14. PRICES:

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

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

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

#### **SUBCONTRACTORS**

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

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

Company Name:	
Address:	
Commodity/Service Provided: Circle appropriate designation: MBE	WBE

Ethnic Factors	of	Ownership	o; (more than 51%	s)		
Black	(	)	American Indian	(	)	
Hispanic	(	)	Other Non-white	(	)	
Asian	ĺ.	)	Caucasian	(	)	
Certified by: Valid thru:						 
Dollar value of	of pa	articipation	n: \$			

#### 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 – ATTN: Michelle King
333 W OCEAN BLVD/LOBBYLEVEL
LONG BEACH CA 90802

BID DUE DATE:	September 27, 2017				
IME:	11:00 am				
	NY QUESTIONS REGARDING THIS INVITATION TO BIC TT THE FOLLOWING CITY PERSONNEL.				

Michelle King

BUYER

#### 17. BID OPENING PROCEDURES:

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

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

#### 18. INTER-AGENCY PARTICIPATION:

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

(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:

(562) 570-6020

TELEPHONE NUMBER

#### **INSTRUCTIONS TO BIDDERS**

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

#### 20. EQUAL BENEFITS ORDINANCE:

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

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

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

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

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

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

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

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#### **CONTRACT - GENERAL CONDITIONS**

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

#### **CONTRACT - GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

#### **CONTRACT – GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

#### **CONTRACT – GENERAL CONDITIONS**

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

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

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

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

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

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## BID NUMBER ITB FS 18-003 PROJECT OVERVIEW

The City of Long Beach is seeking bids to furnish and deliver General Automotive Parts. Contract term 2 years plus the option to renew for 3 additional one-year periods.

#### **BID TIMELINE** – All times are Pacific Time

Bid release date:

8/30/17

Questions/approved equals due:

9/7/17 by 11:00 am

Response from City to bidder:

9/14/17 by 11:00 am

Bid due date:

9/27/17 by 11:00 am

#### **BID SUBMISSION INSTRUCTIONS:**

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

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

X Signed Bid Cover Page

X California All Purpose Acknowledgment, Notarized (if applicable)

X Debarment Certification Form (Attachment A)

X Reference List (Attachment B)

X W-9 Form (Attachment C)

X Equal Benefits Ordinance (EBO) (Attachment D)

X Insurance Requirements (Attachment E)

#### METHOD OF SUBMISSION:

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

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

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

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

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

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

1. Original bid cover page

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

City of Long Beach C/O City Clerk Attn: Michelle King 333 West Ocean Boulevard, Lobby Level Long Beach, CA 90802

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

#### ITB FS 18-003 GENERAL AUTOMOTIVE PARTS

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, September 27, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

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

#### CONTRACT PERIOD

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

#### **EXTENSION OPTION:**

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

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

#### <u>AWARD</u>

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

#### RIGHT TO REJECT BID

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

#### **REFERENCES**

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

#### **BID PROTEST PROCEDURES**

#### Who May Protest

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

#### Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract.

#### Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall 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 City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3<sup>rd</sup>) business day.

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

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

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

#### ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

#### ORDER OF PRECEDENCE

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

#### ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

#### AMERICANS WITH DISABILITIES ACT

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

#### COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

#### COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

#### COMPLIANCE WITH DAVIS-BACON ACT

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

#### COPYRIGHT

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

#### DRUG-FREE WORKPLACE

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

#### **ENERGY EFFICIENCY**

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

#### **ENVIRONMENTAL LEGISLATION**

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

#### MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

#### NATIONAL PRESERVATION ACTS

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

#### NONDISCRIMINATION: EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. §

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3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

#### PATENT RIGHTS

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

#### PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

#### **PUBLICATIONS**

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

#### RIGHTS TO DATA

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

### RIGHTS TO USE INVENTIONS

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

#### SYSTEM FOR AWARD MANAGEMENT (SAM)

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

General Automotive Parts

#### INVENTORY

State approximate inventory value for automotive and truck replacement parts maintained in stock at stated location. \$\\_175,000\_

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

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

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

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

#### ADEQUATE STOCK

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

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

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

Contractor will allow the City a 80 % annual rate of stocked parts. The Contractor will accept 100% return of all unused parts purchased within 30 days.

In general, Contractor for a period 30 months shall warrant parts after the sale. However, the Contractor shall guarantee shelved parts stocked by the City to be free from defects starting from the time of installation with proper documentation for a period of 18 months.

#### **DELIVERY REQUIREMENTS**

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

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

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

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

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

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#### WILL-CALLS

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

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

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

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

Bidder shall state location of facility that will process orders:

#### **ON-LINE CATALOGS**

Does your company currently have on-line ordering: Yes	No _X
If the answer is no, does your company plan to have on-line Yes X No	e ordering within the next twelve months:
If your company currently provides for on-line ordering, provany information pertaining to your company's on-line catalog address/URL).	•

#### SUMMARY BILLING

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

Contractor shall submit an original plus two copies of the Monthly Summary Invoice, on Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

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

#### PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from Manufacturer's Published Price Lists. Percentage discounts shall not be decreased but may be increased for the duration of the Contract and cost plus percentages shall not be increased but may be decreased for the duration of

General Automotive Parts Page 19 of 21

the Contract, but said Manufacturer's Price Lists may be subject to fluctuation in accordance with changes issued by the Manufacturer. Price Lists, which must be submitted with the bid, must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

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

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

#### **FUTURE AMENDMENTS**

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

## **PAYMENT TERMS**

Net	45	;	5	%	discount in	30	day	ys
-----	----	---	---	---	-------------	----	-----	----

### **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: Taiminh Tran

Contact Direct Phone: (562)254-2656

Contact Fax: (562)490-0069

Contact E-mail: TTran@batterysystems.net

## **VENDOR'S EMPLOYEES**

General Automotive Parts Page 21 of 21



## City of Long Beach

Department of Financial Management Division of Procurement 333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802 p 562.570.6020 Michelle.King@Longbeach.gov

September 18, 2017

#### **QUESTIONS & ANSWERS**

## ITB FS 18-003 General Automotive Parts

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

The request for approved equals is listed below:

#### **AC Delco Batteries**

For all the ones marked "YES" the City requires not only the best price, but also the highest Cold Cranking Amps, Reserve Amps and Best Replacement Warranty for batteries. It is up to the vendor to bid the approved equal that meets or exceeds this criteria.

#### 8DHD

Crown part # 8D-1400 - Yes ABS part #8D-1300MF - Yes

#### 4DHDA

Crown part #4D-1000 (50 Short on CCA but exceeds amp hours and reserve capacity made in USA) - Yes Crown 4D-1300 - No ABS part # 4D-1100MF - No

#### ACD31TS

Crown part # 31S-SD1000 -No ABS part #31S-950MF - No

#### 65FLEET

Crown part # 65-875 (exceeds CCA short on RC) - No ABS part #65-7 - No East Penn #765MF - No Exide AGM Edge FP65-AGM (new better technology 4-year free replacement made in US) Test Basis Only

#### ACD78-60

Crown part # 78-700 - Yes ABS part # 78-7 - Yes

#### ACD75-60

Crown part # 75-650 ~ Yes ABS part #75-7 - Yes

#### 65PG

East Penn part # 665MF - Yes ABS part # 65-7 - Yes

### ACDM27C

Crown part # MAR1000 X ~ Yes ABS part #27HDC ~ Yes

#### 31-900CT

Crown part # 31DC130 - Yes ABS part # 31-950MF - Yes

#### ACDBR24R

East Penn part # 9A51P - No Optima part # DS46B24R - Yes Exide Edge FP-AGM51JIS - Yes

#### 00544-21181-320

Universal Power Products part # UB YTX14-BS - Yes Universal Power Products part # UB YTZ10S - Yes

## **Trojan Deep Cycle Batteries**

#### 8D-AGM

Crown part # 12CRV8D - No East Penn # 8A8D - No UPG part # UB 8D 250AGM - Yes

### <u>31-AGM</u>

Crown part # 12CRV110 - No East Penn # 9A31 - No Exide part # XRF31E - Yes

#### J150

Crown part # CR155 (slightly narrower and slightly taller) - Yes

#### T105

Crown part # CR-220 - Yes

#### T125

Crown part # CR-235 - Yes

#### Miscellaneous

Optima and Odyssey Batteries- ACDelco & FVP approval - Yes if truly equal or better than

Gates Belts & Hoses-Continental approval - No

Light Duty Bendix Brakes-Centric approval - Yes if Bendix is unavailable

Stant Caps and Stats-FVP approval - Yes

Anco Wiper Blades-Splash approval - Yes

Spectra Radiators-FVP approval - Yes

P/N PC1400 - Is this for PC1400/35 or PC1400/25? - Both however mostly PC1400/35 are used.

Can we substitute the Trojan 8D AGM and Grp 31 AGM for Centennial Brand AGM? - Yes

#### **Delivery Time**

Page 18 -

- Deliveries shall be made to destinations within one business day after receipt of order.
- Deliveries shall be made within 8 business hours after receipt of verbal, faxed, written or electronic order from the City.

#### Will-Call Time

Page 18 -

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

Page 19 -

• Provisions shall be made at supplier's place of business for promptly filling will-call orders for parts and accessories within two (2) hours after receipt after receipt of verbal, written or electronic order from the City.

Prepared By:	Michelle King Buyer II	_Date: September 18, 2017
Acknowledged By:	Battery Systems, Inc. Company Name	
	Chris Tschombor Print Name	District Manager Title
	Signature	09/27/2017 Date

You are required to submit this document with your bid. Failure to do so may disqualify your bid.



### City of Long Beach

Department of Financial Management Division of Procurement 333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802 p 562.570.6020 Michelle.King@Longbeach.gov

September 19, 2017

**APPROVED EQUALS** 

## ITB FS 18-003 General Automotive Parts

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

## REQUEST FOR APPROVED EQUALS

Prepared By:	Michelle King Buyer II	Date: September 19, 2017
Acknowledged By:	Battery Systems, Inc. Company Name	
	Chris Tschombor	District Manager
	Print Name	Title
	4	09/27/2017
	Şignature	Date

You are required to submit this document with your bid. Failure to do so may disqualify your bid.

CITY OF LONG BEACH

CITY CLERK

ATTN: Michelle King

333 West Ocean Boulevard, Lobby Level

Long Beach, California 90802



#### INVITATION TO BID

**General Automotive Parts** 

		CONTRACT NO.	
Ĺ.	COMPLETE CONTRACT:		· · · · · · · · · · · · · · · · · · ·

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

#### SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

#### AMOUNT TO BE PAID:

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

#### CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

#### **DECLARATION OF NON-COLLUSION:**

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

#### BIDDER MUST COMPLETE AND SIGN BELOW:

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

· · · · · · · · · · · · · · · · · · ·	•								
EXECUTED AT:	Garden Grove (	CA O	N THE	_25th_ da	Y OF S	eptembe KONTH	<u>r , </u>	20	17 .
COMPANY NAME:	Battery Systems, Inc.			TINE		(PEDERAL TAX IDE	MITFICATION	ON NUMB	ER)
STREET ADDRESS:	12322 Monarch St.	CITY:	Gard	<u>len Grove</u>		STATE:	CA	ZIP:	92841
PHONE:	<del>-910-66</del> 7-9320		FAX:	310-742	-2299		······································		
s/					Pres	sident			
•	(SIGNATURE)					(TITLE)			
ار	Brad Streelman			bids@bat	tterysy	stems.ni	et		
s/					(EM	(AIL ADORESS)	L	1.4	and the second s
Brad	Stierline			3		(TITLE)		<b></b>	
	(PRINT NAME)				(EM	(AIL ADDRESS)	1		
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 of the date stated below.	the City of Long Beach has caused this contract	ct to be exe	cuted as n	equired by law as	APPROVE	O AS TO FORM			20
THE CITY OF LONG BEA	CH ·				CHARLES PA				
BY						dayla de de la company de la c			
Dices	ring of Einangial Management		Date				Decret IV		

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:			
The following information is subtricted regarding the biddet.			
Legal Form of Bidder:			
Corporation State of <u>CA</u>			
Partnership State of			
General II Limited			
Joint Venture			
Individual			
Limited Liability Company 🖰 State of			
Composition of Ownership (more than 51% of ownership of the organization):  Ethnic (Check one):			
☐ Black ☐ Asian ☐ Other Non-white			
⊖ Hispanic ⊝ American Indian ⊝ Caucasian			
Non-ethnic Factors of Ownership (check all that apply):			
Male			
Female No - Physically Challenged Over 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?			
Pes & 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)			
<ul><li>a. The only acceptable signature is the owner of the company. (Only one signature is required.)</li><li>b. The owner's signature must be notarized if the company is located outside of the state of California.</li></ul>			
PARTNERSHIP			
<ul> <li>a. The only acceptable signature(s) is/are that of the general partner or partners.</li> <li>b. Signature(s) must be notarized if the partnership is located outside of the state of California.</li> </ul>			
CORPORATION			
<ul> <li>a. Two (2) officers of the corporation must sign.</li> <li>b. Each signature must be notarized if the corporation is located outside of the state of California.</li> </ul>			
OR			
The state of the s			
<ul> <li>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.</li> <li>b. Signature(s) must be notarized if the corporation is located outside of the state of California.</li> </ul>			
LIMITED LIABILITY COMPANY			
<ul> <li>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.)</li> </ul>			
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.

General Automotive Parts Page 2 of 21

ACKNO	WLEDGMENT
A notary public or other officer completing certificate verifies only the identity of the in who signed the document to which this ce attached, and not the truthfulness, accurate validity of that document.	rtificate is
State of California County of <u>ORANGE</u>	)
On SEPTEMBER 25, 2017 before	me, DAUNAK GEEK, NOTAFY VUBLIC (insert name and title of the officer)
who proved to me on the basis of satisfactors subscribed to the within instrument and ack in his/her/their authorized capacity(ies), and	ory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same d that by his/her/their signature(s) on the instrument the h the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY unparagraph is true and correct.	der the laws of the State of California that the foregoing
WITNESS my hand and official seal. Signature	DALINAH GEER Notary Public - California Orange County Commission # 2184257 My Cornm. Expires Mar 21, 2021
	OPTIONAL
Though the data below is not required by law, it may prove value of this form.	ble to persons relying on the document and could prevent fraudulent reattachment
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER	THE OR TYPE OF DOCUMENT
TITLE(S)  PARTNER(S) LIMITED  GENERAL	
☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER:	NUMBER OF PAGES
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	SIGNER(S) OTHER THAN NAMED ABOVE
	ייייייייייייייייייייייייייייייייייייי

## Attachment A

## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Battery Systems, Inc.		
Business/Contractor/Agency		
Chris Tschombor	District Manager	
Name of Authorized Representative	Title of Authorized Representative	<del></del>
	09/27/17	
Signature of Authorized Representative	Date	r20141001

## **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.
- The City of Long Beach checks the <u>System for Award Management</u> at <u>www.sam.gov</u> to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
- 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 suspended, 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 Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

Rev 12.11.13

## ATTACHMENT B

ch ion vd/7<sup>th</sup> Floor 90802

## Reference Information Form

Client/Contractor Name City of Long Beach
Project Manager/Contact Name Sokunthea Kol E-mail sokunthea.kol@tongbeach.gov Ph. No. (562)570-6123
Address 333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802
Project Description Contract No. 33303 - Furnishing and Delivering Automotive Parts
Project Dates (Start and End) 11/28/16-11/28/17 Contract Term(s) 1 year Contract Amount \$111,000
Client/Contractor Name City of San Jose
Project Manager/Contact Name Kim Nguyen E-mail kim.nguyen@sanjoseca.gov Ph. No. (408)535-7058
Address 1661 Senter Rd., Building F, San Jose, CA 95112
Project Description PUR00252/16-17: Automotive Batteries
Project Dates (Start and End)09/01/16-10/20/17 Contract Term(s) 1 year Contract Amount \$220,000
Client/Contractor Name City of Santa Monica
Project Manager/Contact Name Regina Benavides E-mailregina benavides@smgov.net Ph. No. (310)458-2211
Address 2500 Michigan Ave., Santa Monica, CA 90404
Project Description Furnish and Deliver DC160-12
Project Dates (Start and End) 07/1/15-10/15/16 Contract Term(s) 1 year Contract Amount \$26,000
Client/Contractor Name County of Orange, OC Public Works
Project Manager/Contact Name Alex Nocon E-mailatex.nocon@ocpw.ocgov.com Ph. No. (714)955-0188
Address 2023 W. Collins Ave., Santa Ana, CA 92867
Project Description Contract MA-080-16011686 Batteries and Supplies
Project Dates (Start and End) 04/16-04/21 Contract Term(s) 5 years Contract Amount \$100,000
Client/Contractor Name County of Orange, Sheriff's Department
Project Manager/Contact Name Olivia Prudencio E-mail Ph. No. (714)834-6687
Address 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703
Project Description Contract MA-060-16010309: Two-Way Radio Batteries and Miscellaneous Supplies
Project Dates (Start and End) 09/15-08/20 Contract Term(s) 5 years Contract Amount \$8,202.40

## Form W-9 (Aev December 2014)

(Rev December 2014)
Department of the Treasury
Internal Rovenue Service

# Request for Taxpayer Identification Number and Certification

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

Internal	Ravenue Service			
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank		
	BATTERY SYSTEMS INC			
લં	2 Business name/disregarded entity name, if different from above	<u> </u>	<del></del>	
þage	3 Chack appropriate box for federal tax classification; check only one of the following	owlon seven hoves:	***************************************	4 Exemptions (codes apply only to
5			Trust/estate	certain entitles, not individuals; see
e E	single-member LLC		77000000000	instructions on page 3): Exempt payee code (if any)
粪	Limited flability company. Enter the tax classification (C <c corporation,="" p="partnership)&lt;/td" s="S"><td></td></c>			
2 0	Note. For a single-member ELC that is disregarded, do not check ELC; check the appropriate box in the line above			Exemption from FATCA reporting code (if any)
Print or type c Instructions	the tax classification of the single-member owner			Mappins to accounts maintained outside the U.S.I
Print or type See Specific Instructions on	☐ Other (see instructions) ►  5 Address (number, street, and apt or suite no.)	Ren	rester's name a	and address (optional)
迈	12322 MONARCH ST	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		The state of the s
Sp.	6 City, state, and ZIP code			
ee.	GARDEN GROVE CA 92841			
	7 List account number(s) here (optional)			
	List account (tomocras) tiere (options)			
100	T	·		
Par			Contra and	
	your TIN in the appropriate box. The TIN provided must match the name p withholding. For individuals, this is generally your social security num		Social Sec	ourity number
	nt allen, sole proprietor, or disregarded entity, see the Part Linstruction			
	s, it is your employer identification number (EIN). If you do not have a n	umber, see How to get a		
	page 3.		or [5	In all all all and an arrangements
	If the account is in more than one name, see the instructions for line 1 : Ines on whose number to enter	and the chart on page 4 for	employer	identification number
Brine	ities off whose transper to effer			
Par				
	penalties of perjury. I certify that:	, t		
	e number shown on this form is my correct taxpayer identification numb	_		
	n not subject to backup withholding because: (a) I am exempt from bac			
Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and				
3. I am a U.S. citizen or other U.S. person (defined below); and				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage				
because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mongage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and				
gener	ally, payments other than interest and dividends, you are not required to	sign the certification, but	you must pro	vide your correct TIN See the
	ctions on page 3.			
Sign				
Here	U.S. person • ( — Cun ( )	Date 🕨	01/01/20	17
Ger	eral Instructions	• Form 1098 (home mortgag	e interest), 109	8-E (student loan interest), 1098-T
		(tuition)		
	n references are to the Internal Revenue Code unless otherwise noted  developments: Information about developments affecting Form W-9 (such	Form 1099-C (canceled debt)     Form 1099-A (acquisition or abandonment of secured property)		
	station enacted after we release it) is at www irs gov/iws.			, , ,,
Purpose of Form  Use Form W-9 only if you are a U.S. person (including a resident alten), to  Provide your correct TIN				
	vidual or entity (Form W-9 requester) who is required to file an information	If you do not return Form to backup withholding See!	V-9 to the requ What is hackun	ester with a TIN, you might be subject withholding? on page ?
	with the IRS must obtain your correct taxpeyer identification number (TIN) may be your social security number (SSN), individual taxpayer identification	By signing the filled-out for	-	Translation on page 2
numbe	r (ITIN), adoption taxpayer identification number (ATIN), or employer	,		prect (or you are walling for a number
identif	cation number (EIN), to report on an information return the amount paid to other amount reportable on an information return. Examples of information	to be Issued).	- J	
returns include, but are not similed to, the following:  2 Certify that you are not subject to backup withholding, or				
• Form 1099-INT (interest earned or paid)  • Form 1099-INT (interest earned or paid)  • Form 2099-INT (interest earned or paid)  • Form 2099-INT (interest earned or paid)  • Form 3099-INT (interest earned or paid)  • Form 2099-INT (interest earned or paid)				ding if you are a U.S. exempt payee, if
	1099-DIV (dividends, including those from stocks or mutual funds)	any partnership income from	i a U.S. Irade o	r business is not subject to the
	1099-MISC (various types of income, prizes, awards, or gross proceeds)	withholding tax on foreign p	ariners' share o	if effectively connected income, and
• Form	ៅ 099-8 (stock or mulual lund sales and certain other transactions by ទ)	exempt from the FATCA rep	orting, is correc	this form lif any) indicating that you are it See What is FATCA reporting? on
- En-	- Som 1080-S Interced to the real estate transactions page 2 for further information			

• Form 1099-K (merchant card and third party network transactions)

#### Attachment D

## **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f 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, member ship 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: Chris Tschombor	Title: District Manager
Signature:	Date: 09/27/17
Business Entity Name: Battery Systems, Inc.	

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

## Section 1. CONTRACTOR/VENDOR INFORMATION

	Chris Tschombor	Federal Tax ID No
Address	3: 12322 Monarch Street	
	rden Grove	State: CA ZIP: 92841
Contact	Person: Suzanne Cruz	Telephone: (310)667-9320 x30122
Email: _t	oids@batterysystems.net	Fax; <u>(310)667-9338</u>
	·	
Section	2. COMPLIANCE QUESTIONS	
Α.	The EBO is inapplicable to this on employeesYes _X	Contract because the Contractor/Vendor has
В.	Does your company provide (or any employee benefits? X	make available at the employees' expense) YesNo
	does not apply to you.)	. If "no," proceed to section 5, as the EBO
C.	Does your company provide (or	make available at the employees' expense)
	any benefits to the spouse of an X Yes No	employee?
D.	Does your company provide (or	make available at the employees' expense)
	any benefits to the domestic par	
		nswered "no" to both questions C and D,
		O is not applicable to this contract. If you
		ns C and D, please continue to Question E. I C and "no" to Question D, please continue to
	section 3.)	o and no to adoption of product continue to
		le to the spouse of an employee identical to
		the domestic partner of an employee?
	XYesNo	, , ,
	(If "yes," proceed to section 4, a	s 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 complete the following date:			
	following the contract start date	e after the first open enrollment process , not to exceed two years, if the ence of taking reasonable measures to	
		dministrative steps can be taken to incorporate the Contractor/vendor's infrastructure, not to	
	Upon expiration of the cagreement(s).	contractor's current collective bargaining	
В.	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	<u>NC</u>	
City to pro your plans	ovide documentation (copy of en	contract award, you may be required by the nployee handbook, eligibility statement from etc.) to verify that you do not discriminate in	
Section 5. <u>CERTIFICATION</u>			
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 27 day of September	, 20 <u>17</u> , at <u>3051 La Palma Ave.</u> , <u>Anaheim</u> , CA 92806	
Name_Ch	ris Tschombor S	Signature	
Title_Distr	ict Manager	Federal Tax ID No	

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

#### ATTACHMENT E

#### **INSURANCE REQUIREMENTS**

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

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - O Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or

Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.

Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.

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

- o Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention much be approved in writing by City and protect City in
  same manner and extent as if policies had not contained retention. Each policy must be endorsed
  to state that coverage shall not be cancelled by either party of reduced in coverage except after
  30 days prior written notice to City. Vendor must furnish to City before performance certificates
  of insurance and original endorsements, with the original signature of one authorized by the
  insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall
  not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus

City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7<sup>th</sup> Floor
Long Beach, CA 90802

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

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

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

Printed Name:	Chris Tschombor	Title:	District Manager
Signature:		Date:	09/27/17





SUGGESTED CUSTOMER PRICES - ALL PRICES QUOTED EXCHANGE												
BCI							씼	MAXIMUM DIMENSIONS			FREE	NON-COMMERCIAL
GROUP	CENTENNIAL	CORE	BIN	SAE RATINGS		LTAGE	INCHES			REPLACEMENT	WARRANTY	
SIZE	PART NUMBER	CLASS	NUMBER	CCA	RC	CA	8	LENGTH	WIDTH	HEIGHT	MONTHS	MOS.
				CENT	ENNIAL	. 75 - AU	TON	IOTIVE				
24	24-75	Α	CB7500	620	120	775	12	10 13/16	6 13/16	8 13/16	24	75
24F	24F-75	Α	CB7500	620	120	775	12	10 13/16	6 13/16	8 13/16	24	75
25	25-75	Α	CB7500	600	100	750	12	9 1/8	6 13/16	8 13/16	24	75
26	26-75	Α	CB7500	500	80	625	12	8 13/16	6 13/16	8	24	75
27	27-75	Α	CB7500	700	135	875	12	12 1/8	6 13/16	8 13/16	24	75
27F	27F-75	Α	CB7500	700	135	875	12	12 1/8	6 13/16	8 13/16	24	75
34	34-75	Α	CB7500	650	110	815	12	10 5/16	6 13/16	7 13/16	24	75
35	35-75	Α.	CB7500	600	100	750	12	9 1/8	6 13/16	8 4/5	24	75
41	41-75	Α	CB7500	560	110	700	12	11 1/2	6 7/8	6 7/8	24	75
42	42-75	Α	CB7500	410	80	515	12	9 11/16	6 13/16	6 13/16	24	75
47/90	47-75	A	CB7500	490	95	615	12	9 5/8	6 13/16	7 5/16	24	75
51	51-75	А	CB7500	505	75	630	12	9 3/8	5 1/8	8 13/16	24	75
56	56-75	Α	CB7500	530	90	665	12	10	6 1/16	8 3/8	24	75
58	58-75	Α	CB7500	510	86	640	12	9 11/16	7 3/16	6 13/16	24	75
59	59-75	Α	CB7500	590	100	740	12	10 1/16	7 11/16	7 3/4	24	75
65	65-75	Α	CB7500	650	115	815	12	11 7/8	7 1/2	7 5/8	24	75
75	75-75	Α	CB7500	600	105	750	12	9 1/2	7	7 5/16	24	75
78	78-75	Α	CB7500	700	120	875	12	10 7/8	7	7 5/16	24	75
85	85-75	Α	CB7500	650	95	815	12	9 1/16	6 13/16	8	24	75
86	86-75	Α	CB7500	650	95	815	12	9 1/16	6 13/16	8	24	75
91/48	48-75	Α	CB7500	620	120	775	12	11	6 15/16	7 1/2	24	75
93/49	49-75	Α	CB7500	795	160	995	12	13 15/16	6 15/16	7 1/2	24	75
94R	94R-75	А	CB7500	790	130	990	12	12 7/16	6 15/16	7 1/2	24	75
96R	96R-75	Α	CB7500	590	95	740	12	9 1/2	6 15/16	6 15/16	24	75
121R	121R-75	Α	CB7500	600	110	750	12	8 1/4	7	8 1/2	24	75
151R	151R-75	Α	CB7500	340	57	425	12	7 7/16	4 15/16	8 7/8	24	75
МІАТА	MIATA	Ų	CB7500	320	45	400	12	7 1/2	5	6 1/2	24	75

The product descriptions, specifications and pricing were correct at the time this material was being prepared for printing. Our policy is one of continuous development and we reserve the right to change design, specifications or pricing at any time, without notice and without incurring obligation.



**BATTERY SYSTEMS OF LONG BEACH** 3190 LONG BEACH BLVD, LONG BEACH, CA 90807 PH: 562-424-3735

FAX: 562-490-0069

WE SUPPORT A CLEAN & GREEN ENVIRONMENT!







## SUGGESTED CUSTOMER PRICES - ALL PRICES QUOTED EXCHANGE

BCI							ш	MAXIMUM DIMENSIONS			FREE	NON-COMMERCIAL
GROUP	CENTENNIAL	CORE	BIN	S/	AE RATING	38	VOLTAGE		INCHES		REPLACEMENT	WARRANTY
SIZE	PART NUMBER	CLASS	NUMBER	CCA	RC	CA .	VOL	LENGTH	WIDTH	HEIGHT	MONTHS	MOS.
		_		CENT		AUTOM	OTIV	E AGM			110141110	.,.
H6/48	48/H6-AGM	Α	CB18500	760	120	950	12	10 15/16	6 7/8	7 1/5	30	85
H7/94R	94R/H7-AGM	A	CB18500	850	140	1065	12	12 3/8	6 7/8	7 1/5	30	85
H8/49	49/H8-AGM	A	CB18500	900	160	1125	12	13 15/16	6 7/8	7 1/5	30	85
110,40	40/10/10/1	- ' _	0.000			. 85 - AU			0 170		50	
24	24-85	Α	CB8500	700	130	875	12	10 13/16	6 13/16	8 13/16	30	85
24F	24F-85	A	CB8500	700	130	875	12	10 13/16	6 13/16	8 13/16	30	85
27	27-85	A	CB8500	810	140	1015	12	12 1/16	6 13/16	8 7/8	30	85
34	34-85	A	CB8500	800	110	1000	12	10 5/16	6 13/16	7 13/16	30	85
35	35-85	Α	CB8500	640	100	800	12	9 1/8	6 13/16	8 4/5	30	85
58	58-85	A	CB8500	610	90	765	12	9 11/16	7 3/16	6 13/16	30	85
58R	58R-85	A	CB8500	610	100	765	12	9 11/16	7 3/16	6 13/16	30	85
65	65-85	A	CB8500	850	150	1065	12	11 7/8	7 1/2	7 5/8	30	85
75	75-85	A	CB8500	700	95	875	12	9 1/2	7	7 5/16	30	85
78	78-85	Α	CB8500	800	110	1000	12	10 7/8	7	7 5/16	30	85
34/78	78DT-85	Α	CB8500	800	110	1000	12	10 7/8	7	8	30	85
			CEI	NTENNI	AL 85 - A	UTOMO	TIVE	SPECIA	_TY	4		
79	79-85	Α	CB10500	840	140	1050	12	12 1/16	7 1/16	7 3/8	30	85
86	86-85	Α	CB10500	650	95	815	12	9 1/16	6 13/16	8	30	85
100	100-85	Α	CB10500	770	115	965	12	10 1/4	7 1/16	7 3/8	30	85
101	101-85	Α	CB12500	650	110	815	12	10 1/4	7 1/16	6 11/16	30	85
124R	124R-85	Α	CB10500	700	120	875	12	10 3/8	7	8 5/8	30	85
H7/94R	94R/H7-85	Α	CB10500	790	130	80 AH	12	12 3/8	6 7/8	7 12/25	30	85
H8/49	49/H8-85	Α	CB10500	900	160	95 AH	12	13 15/16	6 7/8	7 12/25	30	85
H9/95R	95R-85	Α	CB12500	850	180	110 AH	12	15 9/16	6 15/16	7 1/2	30	85
T5/90	90/T5-85	Α	CB10500	650	90	56 AH	12	9 5/8	6 7/8	6 7/8	30	85
T7/92	92/T7-85	Α	CB12500			80 AH	12	12 3/8	6 7/8	6 7/8	30	85

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	SUGGESTED CUSTOMER PRICES - ALL PRICES QUOTED EXCHANGE													
BCI								Щ	MAXIN	NUM DIMEN	SIONS	FREE	NON-COMMERCIAL	
GROUP	CENTENNIAL	CORE	BIN	SAE RATINGS		VOLTAGE		INCHES		REPLACEMENT	WARRANTY			
SIZE	PART NUMBER	CLASS	NUMBER	AH	CCA	RC	GA CA	9	LENGTH	WIDTH	HEIGHT	MONTHS	MOS.	
	CENTENNIAL MARINE STARTING													
24	24SM-5MF	Α	CB7847	n/a	500	85	625	12	11	6 7/8	9 1/2	12	24	
24	24SM-6MF	Α	CB8239	n/a	600	100	750	12	11	6 7/8	9 1/2	12	24	
24	24SM-7MF	Α	CB8711	n/a	700	120	875	12	11	6 7/8	9 1/2	12	24	
24	24SM-8MF	Α	CB9547	n/a	800	150	1000	12	11	6 7/8	9 1/2	12	24	
27	27SM-8MF	Α	CB10280	n/a	800	175	1000	12	12 5/8	6 13/16	9	12	24	
	CENTENNIAL MARINE DUAL PURPOSE													
24	DP24MFS	Α	CB7612	60	500	90	625	12	11	6 7/8	9 1/2	12	30	
24	DP24MF	Α	CB8867	65	620	120	775	12	11	6 7/8	9 1/2	12	30	
27	DP27MF	AA	C89496	80	650	135	815	12	12 5/8	6 13/16	9	12	30	
				CE	NTENNI	AL MAR	INE DEE	PC	CLE					
24	DC24MF	AA	CB9259	75	730	140	915	12	11	6 7/8	9 1/2	12	30	
27	DC27MF	Α	CB10652	90	710	155	890	12	12 5/8	6 13/16	9	12	30	
31	DC31MF	Α	CB12378	105	800	220	1000	12	13 1/2	6 13/16	9 7/8	12	30	
4D	DC4D	Α	CB16707	165	1000	300	1250	12	20 3/4	8 3/4	9 7/8	12	30	
8D	DC8D	Α	CB19512	240	1340	390	1675	12	20 3/4	11 1/8	9 7/8	12	30	
GC2	GC2200P	Α	CB11982	220	n/a	445	n/a	8	10 1/4	7 1/8	11 1/4	12	24	

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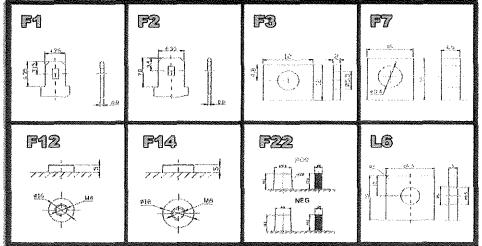


- · Stable Quality & High F
- Sealed Construction
- · Long Service Life, Floa
- · Maintenance-Free Ope.
- · Low Pressure Venting
- · Heavy Duty Grids
- · Low Self Discharge

SUGGESTED CUSTOMER PRICES - ALL PRICES QUOTED EXCHANGE															
a termina de la seria de compresente e proprio de la p	BCI	2000	ñ	ggar Palamak ( 1 t. ) aminin i i i i i i i i i i i i i i i i i		AMPER	E HOUR	RESI	ERVE	tag 17 til 18 ti			WEI	GHT	
	GROUP	CORE	VOLTAGE	1	BIN	CAPA	CITY @	CAPAC	CITY @	MAXIMU	M DIMENS	IONS INCHES	(Tolerance ± 4		WARRANT
PART NUMBER	SIZE	CLASS	>	TERMINAL	NUMBER	20 HR	10 HR	25 AMPS	75 AMPS	LENGTH	WIDTH	HEIGHT / TERM	LBS	KGS	MONTHS
					CENTEN	HAL SM	ALL VA	LVE / A	GM BAT	TERIES					
CB645	N/A	W	6	F1	CB882	4,5				2.76	1.85	3,90 / 4,13	1,59	0.72	6
CB1250	N/A	М	12	F1, F2	CB1680	5.0				3.54	2.76	3.98 / 4,21	3,53	1.60	6
CB1270	N/A	М	12	F1, F2	CB1998	7,0		3.5		5.94	2.56	3.70 / <b>3.94</b>	4.50	2.04	6
CB1280	N/A	М	12	F1, F2	CB2276	8.0	 	5.5		5.94	2.56	3.70 / <b>3.94</b>	4.92	2.23	6
CB12180	N/A	М	12	F3	CB4793	18.0	_	20.0	2.5	7.13	3.03	6.57	11.03	5.00	6
CB12-35	U1	U	12	F7	CB8504	36,4	35.0	42.0	9.0	7.68	5.12	6.26 / 7.09	22.49	10.20	12
					CENTENN	IIAL LAI	RGE VA	LVE / A	GM BAT	TERIES					
CB6-200	27	С	6	F14	CB25289	200	180	405	103	12.05	6.61	8.74 / <b>8.94</b>	64.00	29.03	24
CB6-224	GC2	С	6	F14	CB23252	224	205	485	118	10.24	7.09	9.72 / 9.92	69.44	31,50	24
CB6-400	L-16	D	6	F22	CB43288	416	400	1030	260	11,61	7.00	15.91 / <b>16.73</b>	126.76	57.50	24
CB12-85	24	С	12	F12	CB19802	85	80	142	32	10,24	6.65	8.27 / <b>8.46</b>	54.67	24.80	24
CB12-105	27	С	12	F12	CB23043	105	100	185	44	12,07	6.63	8.27 / 8.46	66.14	30.00	24
CB12-115	31	С	12	F12	CB24427	115	110	205	51	12.91	6.77	8 54 / <b>B.74</b>	73.19	33.20	24
CB12-210	4D	D	12	L6	CB44996	210	195	455	105	20.B7	8.23	8,43 / 9,41	134.49	61.00	24
CB12-260	8D	D	12	L6	CB57342	270	260	640	151	20.47	10.55	8,66 / <b>9.65</b>	169.75	77.00	24

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of continuous development and we reserve the right to change design, specifications or pricing at any time, without notice and without incurring obligation.





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3190 LONG BEACH BLVD, LONG BEACH, CA 90807

1: 562-424-3735

FAX: 562-490-00



# POWER FOR THE LEGISLE LONG HAUL!

	SUGGEST	TED C	USTON	IER P	RICES	- AL	L F	PRICES	QUO	TED EX	(CHANGE	
BCI							Ë	MAXIM	IUM DIMEN	ISIONS	FREE	COMMERCIAL
GROUP	CENTENNIAL	CORE	₿IN	SAE RATINGS		TAGE	INCHES			REPLACEMENT	WARRANTY	
SIZE	PART NUMBER	CLASS	NUMBER	CCA	RC	CA	ΛÖ	LENGTH	WIDTH	HEIGHT	MONTHS	MOS.
Gizeta	Trail Home	CERTOO	HOMBEH		ENNIAL	-	e CI		*******	11210111	MONTHS	MOO.
24	24LTV	A	CB9255	730	145	915	12		E 12/16	0 43146	40	20
24F		A	CB9255 CB9255	730	1	915		10 13/16	6 13/16	8 13/16	18	30
27	24FLTV 27LTV	A	CB10151	810	145 140	1015	12	10 13/16	6 13/16 6 13/16	8 13/16	18	30 30
27F	27FLTV	Α	CB10151	710	165	890	12	12 1/16	6 13/16	8 7/8	18 18	30
55	65LTV	Ā	CB10107	800	150	1000	12	12 1/16 11 7/B	7 1/2	7 5/8	18	30 30
78	78LTV	A	CB10330	800	135	1000	12	10 7/8	7	7 5/16	18	30
78/34	78DT-LTV	Α.	CB10461	800	135	1000	12	10 7/8	7	8	18	30
. 6,61	100.211					,		CYCLES				30
31AP	HCL31A	В	CB11919	700	190	875	12	13	6 13/16	9 7/16	18	30
31STUD	HCL31S	В	CB11919	700	190	875	12	13	6 13/16	9 7/16	18	30
	1110-110		CENTENN							}		
31	C-31-10APMF / ST	В	CB12444	950	195	1190	12	13	6 13/16	9 7/16	18	30
31	C-31-7APMF / ST	8	CB11485	760	180	940	12	13	6 13/16	9 7/16	18	30
4D	C-4DMF	D	CB16608	1000	300	1250	12	20 3/4	8 3/4	9 7/8	12	30
BD.	C-8DMF	E	CB20600	1200	430	1500	12	20 3/4	11 1/8	9 7/8	12	30
8D	C-8DHMF	E	CB23025	1350	440	1690	12	20 3/4	11 1/8	9 7/8	12	30
				CENTER	INIAL C	OMMER	CIAL	12 VOLT				
29NF	C-29NF	A	CB8737	420	100	525	12	13	5 1/2	8 15/16	12	30
30H	C-30H	В	CB10387	800	170	1000	12	13 1/2	6 13/16	9 1/4	12	30
31	C-31-10AP / ST	В	CB11705	1000	190	1250	12	13	6 13/16	9 7/16	12	30
31	C-31-9AP / ST	В	CB11037	930	180	1165	12	13	6 13/16	9 7/16	12	30
31	C-31-8AP / ST	В	CB10556	800	170	1000	12	13	6 13/16	9 7/16	12	30
31	C-31-7AP / ST	В	CB9263	700	150	875	12	13	6 13/16	9 7/16	12	30
4D	C-4D	D	CB15325	1100	325	1375	12	20 3/4	6 3/4	9 7/8	12	30
50	C-50	Α	CB12302	600	108	750	12	13 1/2	5	10	12	30
53	C-53	Α	CB16603	350	85	440	12	13	4 11/16	8 1/4	12	30
BD	C-8D	E	CB17385	1200	400	1500	12	20 3/4	11 1/8	9 7/8	12	30
8D	C-8DH	E	CB18738	1400	450	1750	12	20 3/4	11 1/8	9 7/8	12	30
inexantifikkwakkawawasa		nos established de la company	CENT	ENNIAL	COMMI	ERCIAL	TRA	CTOR 12	VOLT	Treatment and the Control of the Con	See also este en accommon en este este este este este este este	rodning programma programm
3EE	C-3EE	В	CB9559	425	115	530	12	19 15/16	4 3/8	8 7/8	12	30
3ET	C-3ET	В	CB10157	460	120	575	12	19 5/16	4 3/8	9 13/16	12	30
4DLT	C-4DLT	D	CB13722	1000	240	1250	12	20	8 3/16	7 15/16	12	30
kiijāmoji jamas ir paratas	nikiya ani wa tani ka uu kana ka	40/10/02/2005	NI JOSEPH WILLIAM STORE	CENT	ENNIAL	TRACT	OR 1	2 VOLT	- Control Control Control	BUNGBOOD BEGANNES ESTA	ggantinoottanaaannamerolamianamin	na na manana na mana
16TF	C-16TF	C	CB35868	640	250	800	12	16 9/16	7 1/8	11 1/8	12	30
17TF	C-17TF	С	CB23728	510	120	640	12	17 1/16	6 15/16	7 15/16	12	30
22NF	C-22NF	A	CB6993	390	70	490	12	9 7/16	5 1/2	8 15/16	12	30
U1	C-U1L or R-4	U	CB338B	190	30	240	12	7 3/4	5 3/16	7 5/16	12	24
U1	C-U1L or R-5	U	CB3971	250	35	315	<del> </del>	7 3/4	5 3/16	7 5/16	12	24
U1	C-U1L or R-6	U	CB4543	330	40	415		7 3/4	5 3/16	7 5/16	12	24
DEED COMMING SE	C-1	A	CB7135	575	150	720	RCIA 6	L 6 VOLT 9 1/8	7 1/8	8 3/4	12	30
	C-2	A	CB7135	625	160	780	6	10 3/8	7 1/8	8 3/4	12	30
כ		<del></del>	CB9259 CB18490	615	185	770	6	19 7/16	4 1/8	9 1/8	12	30
	C-2E				100	, ,,,	, ,	13 7710	, -, 170	- 11Q		<b>J</b> 0
2E	C-2E	B		<u> </u>	280	1065	A	19 5/16	4 3/B	9 13/16	12	30
2E 3EH	C-3EH	В	CB8674	850	280	1065 1250	6	19 5/16	4 3/8 7 1/8	9 13/16	12 12	30 30
2 2E 3EH 4		<del></del>		<u> </u>	280 310 280	1065 1250 1065	6 6	19 5/16 13 1/8 13 3/4	4 3/8 7 1/8 7 1/8	9 13/16 9 3/8 9 3/8	12 12 12	30 30 30

The product descriptions, specifications and pricing were correct at the time this material was being prepared for printing. Our policy is one of continuous development and we reserve the right to change design, specifications or pricing at any time, without notice and without incurring obligation.



BATTERY SYSTEMS OF LONG BEACH 3190 LONG BEACH BLVD, LONG BEACH, CA 90807 PH: 562-424-3735 FAX: 562-490-0069 WE SUPPORT A CLEAN & GREEN ENVIRONMENT!





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

### **SERVICE**

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

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

## **SELECTION**

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

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

## **VALUE**

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

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

SERVICE - SELECTION - VALUE

Since 1955



## **CHECK & CHARGE POLICY**

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

## PROCEDURE OVERVIEW

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



## SAFETY / DISPOSAL

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

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

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

All Batteries are properly disposed and recycled at the following approved site:

#### **RSR**

720 S. 7<sup>th</sup> Ave. City of Industry, CA 91764 EPA# CAD066233966

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

General Automotive Parts (ITB FS 18-003), bidding on September 27, 2017 11:00 AM (Pacific)

Printed 10/23/2017

#### **Bid Results**

#### **Bidder Details**

Vendor Name

Battery Systems Inc.

Address

12322 Monarch St.

Garden Grove, CA 92841

United States

Respondee Suzanne Cruz

Respondee Title Bids Administrative Assistant

Phone

310-667-9320 Ext, 30122

Email

bids@batterysystems.net

Vendor Type

#### **Bid Detail**

Bid Format Electronic

Submitted September 27, 2017 10:11:44 AM (Pacific)

Delivery Method Truck/2 Hours

**Bid Responsive** 

Bid Status Submitted

Confirmation # 117529

Ranking 0

**Respondee Comment** 

## **Buyer Comment**

## **Attachments**

File	Title

Battery Systems Submittal

## File Name

Battery Systems Submittal.pdf

File Type

General Attachment

#### Line Items

Discount	Tarma	no discount
DISCOURL	i ei ii is	TRI DISGRIUM

DISCO	Juill Terms no discount						
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	General Automotive Ba	attery					
1	Battery						
	8DHD AMP209	EA	5	\$160,0000	\$800.0000	\$800.0000	Centennial C-8DH
2	Battery						
	4DHDA AMP160	EA	15	\$100,0000	\$1,500.0000	\$1,500.0000	Centennial C-4D
3	Battery						
	ACD31TS AMP105	EA	870	\$93.3300	\$81,197.1000	\$81,197.1000	Centennial C-31-10STMF
4	Battery						
	65FLEET AMP78	EA	1005	\$54.0000	\$54,270.0000	\$54,270.0000	Centennial 65LTV
5	Battery						
	ACD78-60 AMP61	EA	205	\$51.0000	\$10,455.0000	\$10,455.0000	Centennial 78-75

Type 6	Item Code Battery	UOM	Qty	Unit Price	Line Total	Discount	Comment
ŭ	ACD75-60 AMP52	EA	35	\$50.0000	\$1,750.0000	\$1,750.0000	Centennial 75-75
7	Battery						
	65PG AMP83	EA	1365	\$70.0000	\$95,550.0000	\$95,550.0000	Centennial 65-85
8	Battery						
	ACDM27C AMP209	EA	15	\$70.0000	\$1,050.0000	\$1,050.0000	Centenniai DC27MF
9	Battery						
	31-900CT AMP105	EA	1160	\$93,3300	\$108,262.8000	\$108,262.8000	Centennial C-31-10STMF
10	Battery						
	ACDBR24R (Prius Aux Batt)	EA	100	\$136.3600	\$13,636.0000	\$13,636.0000	Optima OPT-DS46B24R
11	Battery						
	00544-21181-320 (Prius Aux Batt)(Toyota)	EA	10	no bid			No Bid
				Subtotal	\$368,470.9000	\$368,470.9000	
12	Odyssey & Optima Batter BATTERY, DRY CELL	ries					
12	OPT-25	EA	5	\$130.4700	\$652.3500	\$652.3500	Optima OPT-25
13	BATTERY, DRY CELL						•
,,,	OPT-34	EA	5	\$136.7500	\$683.7500	\$683.7500	Optima OPT-34
14	BATTERY, DRY CELL						
14	OPT-34/78	EA	5	\$150,0000	\$750.0000	\$750.0000	Optima OPT-34/78
15	BATTERY, DRY CELL						•
10	OPT-34M	EA	5	\$145.0000	\$725.0000	\$725.0000	Optima OPT-34M
16	BATTERY, DRY CELL						
	OPT-34R	EA	5	\$136.5200	\$682.6000	\$682.6000	Optima OPT-34R
17	BATTERY, DRY CELL						
	OPT-35	EA	5	\$130.4900	\$652.4500	\$652.4500	Optima OPT-35
18	BATTERY, DRY CELL						
	OPT-6V	EA	5	\$104.4100	\$522.0500	\$522.0500	Optima OPT-6V
19	BATTERY, DRY CELL						
	OPT-75/25	EA	5	\$135.0000	\$675.0000	\$675.0000	Optima OPT-75/25
20	BATTERY, DRY CELL						
	OPT-D31A	EA	5	\$206.8100	\$1,034.0500	\$1,034.0500	Optima OPT-D31A

<b>Type</b> 21	Item Code BATTERY, DRY CELL	UOM	Qty	Unit Price	Line Total	Discount	Comment
	OPT-D31M	EA	5	\$202.9300	\$1,014.6500	\$1,014.6500	Optima OPT-D31M
22	BATTERY, DRY CELL OPT-D31T	EA	5	\$207.2300	\$1,036.1500	\$1,036.1500	Optima OPT-D31T
23	BATTERY, DRY CELL OPT-D34	EA	5	\$164.5000	\$822.5000	\$822.5000	Optima OPT-D34
24	BATTERY, DRY CELL OPT-D34/78	EA	5	\$174,9500	\$874.7500	\$874.7500	Optima OPT-D34/78
25	BATTERY, DRY CELL OPT-D34M	EA	5	\$162.9800	\$814.9000	\$814.9000	Optima OPT-D34M
26	BATTERY, DRY CELL OPT-D35	EA	5	\$157.0900	\$785.4500	\$785.4500	Optima OPT-D35
27	BATTERY, DRY CELL OPT-D51	EA	5	\$136.3600	\$681.8000	\$681.8000	Optima OPT-D51
28	BATTERY, DRY CELL OPT-D51R	EA	5	\$136.3600	\$681.8000	\$681.8000	Optima OPT-D51R
29	BATTERY, DRY CELL OPT-D75/25	EA	5	\$159.7100	\$798.5500	\$798.5500	Optima OPT-D75/25
30	BATTERY, DRY CELL PC1200	EA	500	\$160,0000	\$80,000.0000	\$80,000.0000	Odyssey PC1200
31	BATTERY, DRY CELL PC1230	EA	5	\$195,0000	\$975,0000	\$975.0000	Odyssey PC1230
32	BATTERY, DRY CELL PC1400	EA	5	\$205.0000	\$1,025.0000	\$1,025.0000	Odyssey PC1400/35
33	BATTERY, DRY CELL PC1500	ΕA	10	\$210.0000	\$2,100.0000	\$2,100.0000	Odyssey PC1500
34	BATTERY, DRY CELL PC1700T/MJT	EA	5	\$240,0000	\$1,200.0000	\$1,200.0000	Odyssey PC1500/DT
35	BATTERY, DRY CELL PC1750	EA	5	\$210,0000	\$1,050.0000	.\$1,050.0000	Odyssey PC1750/65
36	BATTERY, DRY CELL PC2150	EA	5	\$265.0000	\$1,325.0000	\$1,325.0000	Odyssey PC2150S-R

<b>Type</b> 37	Item Code BATTERY, DRY CELL	UOM	Qty	Unit Price	Line Total	Discount	Comment
	PC2250	EA	5	\$350.0000	\$1,750.0000	\$1,750.0000	Odyssey PC2250ST
38	BATTERY, DRY CELL						
	PC310	EA	5	\$130.0000	\$650.0000	\$650.0000	Odyssey PC310
39	BATTERY, DRY CELL			•		•	
	PC535	EA	5	\$95.0000	\$475.0000	\$475.0000	Odyssey PC535
40	BATTERY, DRY CELL						
	PC545	EA	5	\$80.0000	\$400.0000	\$400.0000	Odyssey PC545
41	BATTERY, DRY CELL						
	PC625	EA	5	\$95.0000	\$475.0000	\$475,0000	Odyssey PC625
42	BATTERY, DRY CELL						
	PC680	EA	5	\$91.8600	\$459.3000	\$459.3000	Odyssey PC680
43	BATTERY, DRY CELL						
	PC925	EA	5	\$125.0000	\$625.0000	\$625.0000	Odyssey PC925
	Dottone			Subtotal	\$106,397.1000	\$106,397.1000	
44	Battery Deep Cycle Battery						
	8D-AGM AMP 230	EA	5	\$295.0000	\$1,475.0000	\$1,475.0000	Centennial CB12-260
45	Deep Cycle Battery						
	31-AGM AMP 110	EA	5	\$180.0000	\$900.0000	\$900.0000	Centennial CB12-115
46	Deep Cycle Battery						
	J150 AMP150	EA	5	\$162.5900	\$812.9500	\$812.9500	Trojan J150
47	Deep Cycle Battery						
	T-105 AMP225	EA	10	\$110.7700	\$1,107.7000	\$1,107.7000	Trojan T-105LPT-MV
48	Deep Cycle Battery						
	T-125 AMP235	EA	25	\$127.9900	\$3,199.7500	\$3,199.7500	Trojan T-125LPT-MV
	Daninga & Casla			Subtotal	\$7,495.4000	\$7,495.4000	
49	Bearings & Seals Seal						
	370048A	EA	5	no bid			
50	Seal						
	370023A	EA	50	no bid			
51	Seal						
	370001A	EA	5	no bid			

Type 52	Item Code Bearing	иом	Qty	Unit Price	Line Total	Discount Comment
	JLM506810	EA	115	no bid		
53	Seal					
	27394	EA	100	no bid		
54	Bearing					
	LM501349	EA	120	no bid		
55	Bearing					
	LM501310	EA	150	no bid		
56	Bearing					
	JLM506849	EA	125	no bid		
57	Seal					
	370003A	EA	15	no bid		
58	Seal					
	2081	EA	10	no bid		
59	Seal					
	4148	EA	5	no bid		
60	Bearing					
	25880	EA	10	no bìd		
61	Bearing					
	A12	EA	10	no bid		
62	Bearing					
	203FF	EA	5	no bid		
	Belts & Hoses			Subtotal	0	0
63	Radiator Hose					
	21631	EA	10	no bid		
64	Belt					
	K060923	EA	170	no bid		
65	Belt					
	K060930	EA	40	no bid		
66	Belt					
	K080690HD	EA	15	no bid		

	Belt					
67	K060915	EA	80	no bld		
68	Belt					
	K060908	EA	45	no bid		
69	Belt					
	9345HD	EA	5	no bid		
70	Belt Tensioner					
	38189	EA	65	no bid		
71	Idler Pulley					
	36100	EA	45	no bid		
				Subtotal	0	0
70	Chemicals					
72	Red Paint 2116	EA	55	no bid		
		EA	55	no bia		
73	Blue Paint					
	1909	EA	15	no bid		
74	Silicone Lubricant					
	08877	EA	15	no bid		
75	General Adhesive					
	08987	EA	15	no bid		
76	Ignition Kote					
	909	EA	10	no bid		
77	JB Weld					
	8265S	EA	20	no bid		
78	Super Glue					
	82190	EA	140	no bid		
79	Blue RTV					
	81724	EA	15	no bid		
80	Cleaner					
	10160	EA	505	no bid		
81	Cleaner					
	30200	EA	510	no bid		

Type 82	Item Code Lubricant	иом	Qty	Unit Price	Line Total	Discount Comment
	10111	EA	175	no bid		
83	Disc Brake Quiet					
	05017	EA	25	no bid		
84	Brake Cleaner					
	FVPNCBCVOC10-15	EA	6375	no bid		
85	Power Steering Fluid					
	SL2631	EA	515	no bid		
86	Lubricant					
	16PB	EA	120	no bid		
87	Windshield Solvent					
	M506	EA	2305	no bid		
88	Starting Fluid					
	M3815	EA	15	no bid		
89	Fuel Injection Cleaner					
	M5212	EA	15	no bid		
90	Dot 3 Brake Fluid					
	2224	EA	55	no bid		
	Pilland .			Subtotal	0	0
91	Filtration Fuel Filter					
	33097	EA	25	no bid		
92	Air Filter					
	46134	EA	545	no bid		
93	Air Filter					
	46770	EA	95 .	no bid		
94	Air Filter					
	46771	EA	45	no bid		
95	Air Filter					
	46891	EA	100	no bid		
96	Air Filter					
	46935	EA	25	no bid		

<b>Type</b> 97	Item Code Oil Filter	MOU	Qty	Unit Price	Line Total	Discount Comment
	51348	EA	1460	no bid		
98	Oil Filter					
	51372	EA	2690	no bid		
99	Oil Filter					
	51971	EA	175	no bid		
100	Oil Filter					
	57060	EA	285	no bid		
101	Oil Filter					
	57502	EA	1510	no bid		
102	Trans Filter					
	58955	EA	635	no bid		
103	Fuel Filter					
	FD-4606	EA	50	no bid		
104	P/S Filter					
	57133	EA	5	no bid		
105	Oil Filter					
	FL-1995	EA	190	no bid		
106	Oil Filter					
	FL-2016	EA	135	no bid		
	Heavy Duty Brake Parts			Subtotal	0	0
107	Brake Pads					
	KIT15625PM	EA	20	no bid		
108	Brake Rotor					
	3218J1076	EA	5	no bld		
109	Slack Adjuster					
	R802354	EA	20	no bid		
110	Slack Adjuster					
	R803024	EA	40	no bid		
111	Slack Adjuster					
	R803025	EA	30	no bid		

<b>Type</b> 112	Item Code Slack Adjuster	UOM	Qty	Unit Price	Line Total	Discount Comment
	R803048	EA	70	no bid		
113	Slack Adjuster					
	R803049	EA	75	no bid		
114	Brake Kit					
	15018	EA	50	no bid		
115	Brake Kit					
	R507064	EA	230	no bid		
116	Brake Shoe					
	4514TQ	EA	80	no bid		
117	Brake Shoe, 8 1/2"					
	4726	EA	190	no bid		
118	Clevis Yoke					
	R810009	EA	20	no bid		
119	Brake Drum					
	66866	EA	85	no bid		
120	Brake Drum					
	66864	EA	215	no bid		
121	Brake Shoe					
	4711	EA	420	no bid		
122	AD9 Cart Kit - New					
	107796	EA	65	no bid		
123	R12 Valve - New					
	103009	EA	5	no bid		
124	T24 Diaphram	pm <b>A</b>	-			
	234100	EA	5	no bid		
125	PP1 Valve Kit 287600	EA	30	no bid		
400		EA	30	no bia		
126	Axle Gasket 450877	EA	215	no bid		
107	Hub Cap Kit	<del></del> ,	210	i.o biu		
127	343-4009	EA	95	no bid		
		•	- <del>-</del>			

<b>Type</b> 128	Item Code Cap Plug	WOU	Qty	Unit Price	Line Total	Discount Comment		
	359-5990	EA	55	no bid				
129	30/30 Complete Brake Can							
	3430051	EA	80	no bid				
130	DASH VALVE, PP-DC							
	800034	EA	20	no bid				
131	Brake Shoe							
	4709L	EA	115	no bid				
132	T24 Brake Chamber							
	MA36240	EA	20	no bid				
133	T16 Brake Chamber							
	MA36160	EA	5	no bid				
134	Spring Kit							
	MK39	EA	640	no bid				
135	DASH VALVE, MV3							
	800573	EA	15	no bid				
136	PP-1 Valve, 1/8"							
	276567	EA	10	no bid				
137	D2 Governor							
	275491	EA	20	no bid				
138	AD-9 Air Dryer							
	065225	EA	30	no bid				
139	Brake Shoes		0.45					
	4707	EA	215	no bid				
140	Brake Drums	ΓA	170	ma lala				
444	66854	EA	170	no bid				
141	Brake Pad Kit KIT 2252H2DA	EA	110	no bid				
142	Yellow Park Brake Knob	Δ,	110	TO DIG				
144	248433	EA	60	no bid				
143	Yellow Brake Knob							
140	291174	EA	5	no bid				

Type 144	Item Code Brake Chamber	MOU	Qty	Unit Price	Line Total	Discount Comment
	3230051	EA	165	no bid		
145	Brake Drum					
	66862	EA .	20	no bid		
146	Glad Hand Red					
	M0313-C	EA	65	no bid		
147	Glad Hand Blue					
	11452	EA	45	no bid	·	
148	PP-1 Valve, 1/4"					
	287600	EA	30	no bid		
				Subtotal	0	0
440	Light Duty Brake					
149	Brake Pads MKD459	EA	25	no bid		
		EA	25	no più		
150	Brake Pads					
	MKD769	EA	30	no bid		
151	Brake Pads					
	MKD777	EA	50	no bid		
152	Brake Pads					
	MKD785	EA	30	no bid		
153	Brake Pads					
	MKD833	EA	145	no bid		
154	Brake Pads					
	MKD1012	EA	100	no bid		
155	Brake Pads					
··	MKD843	EA	35	no bid		
156	Brake Pads					
	BRSD655	EA	55	no bid		
157	Brake Pads					
	BRSD711	EA	10	no bid		
158	Brake Shoes					
	R704	EA	20	no bid		

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<b>Type</b> 159	Item Code Brake Pads	UOM	Qty	Unit Price	Line Total	Discount Comment
	BRF1040	EA	450	no bid		
160	Brake Pads					
	BRF1401	EA	2260	no bld		
161	Brake Rotor					
	BRRF266	EA	835	no bid		
162	Brake Rotor					
	BRRF271	EA	585	no bid		
				Subtotal	0	0
163	<b>Lighting</b> Mirror					
	12182	EA	25	no bid		
164	Mirror					
	12173	EA	50	no bid		
165	Mirror					
	12020	EA	405	no bid		
166	Grommet					
	91740	EA	40	no bid		
167	Light					
	50232	EA	50	no bid		
168	Housing	·				
	64930	EA	30	no bid		
169	Trailer Socket					
	16-726	EA	5	no bid		
170	Trailer Socket					
	16-730	EA	15	no bid		
171	Relay	ΕA	40	له نما م		
470	87401	EA	10	no bid		
172	Relay 87423	EA	30	no bid		
179		LA	30	I IO DIG		
173	Trailer Plug 1235	EA	15	no bid		
		<del>-</del> `		iio aid		

<b>Type</b> 174	Item Code Solenoid	UOM	Qty	Unit Price	Line Total	Discount Comment
	24106	EA	10	no bid		
175	Spotlight Handle					
	6701-0101	EA	15	no bid		
176	Marker Light					
	10251R	EA	5	no bid		
177	Marker Light					
	10251Y	EA	35	no bid		
178	Mirror Bracket					
	70781	EA	5	no bid		
179	Bulb					
	1196	EA	55	no bid		
180	Headlight					
	H6054	EA	55	no bid		
181	Bulb					
	3157	EA	1255	no bid		
182	Mirror					
	600932	EA	295	no bid		
183	Mirror Head					
	610216	EA	25	no bid		
184	Lamp					
	9003	EA	95	no bid		
185	Lamp					
	9007	EA	450	no bid		
186	Flasher					
	44710	EA	235	no bid		
187	Flasher					
	550	EA	10	no bid		
188	Back Up Alarm					
	530	EA	65	no bid		
189	Lamp					
	78159	EA	20	no bid		
				Subtotal	0	0

Type	Item Code Miscellanous Parts	UOM	Qty	Unit Price	Line Total	Discount Comment
190	Radiator Cap					
	10229	EA	30	no bid		
191	Radiator Cap					
	10231	EA	50	no bid		
192	Fuel Cap					
	10817	EA	10	no bid		
193	Ignition Coil					
	SPP39E	EA	380	no bid		
194	Spark Plug Coil Pack					
	FD503	EA	1590	no bid		
195	Shock/Strut					
	ASH12273	EA	85	no bid		
196	Shock					
	ASH12277	EA	145	no bid		
197	Shock Absorber					
	550055	EA	5	no bid		
198	Outer Tie Rod					
	ES3631	EA	110	no bid		
199	Inner Tie Rod					
	EV80191	EA	5	no bid		
200	Spark Plug Wire Set					
	748KK	EA	5	no bid		
201	Water Pump					
	PW464	EA	80	no bid		
202	Water Pump					
	PW494	EA	5	no bid		
203	Wiper Blades					
	31-24	EA	315	no bid		
204	Wiper Blades					
	31-22	EA	3300	no bid		
205	Wiper Blades					
	31-18	EA	270	no bid		

<b>Type</b> 206	Item Code Relay	UOM	Qty	Unit Price	Line Total	Discount Comment
	332209150	EA	5	no bid		
207	Convex Mirror					
	12173	EA	50	no bid		
208	Chevron Mirror					
	600932	EA	10	no bid		
209	Lug Nut					
	611-115	EA	5	no bid		
210	Trailer Plug					
	63-0174	EA	15	no bid		
211	AC Compressor					
	YCC318	EA	5	no bid		
212	Power Outlet					
	56415	EA	20	no bid		
213	A/C Valve					
	YF3290	EA	125	no bid		
214	Tstat Gasket					
	35489	EA	50	no bid		
215	Differential Gasket					
	RDS55341	EA	35	no bid		
216	Radiator					
	CU2852	EA	20	no bid		
217	Back up Alarm					
	DT800	EA	50	no bid		
218	Relay		4			
	D1780C	EA	15	no bid		
219	Relay	EA	<b>-</b>	no bid		
000	D7065C	EA	5	no bia		
220	Flasher 44710	EA	65	no bid	·	
004		LA	00	no biu		
221	Radiator Cap 10238	EA	240	no bid		
	.000		-17			

Туре 222	Item Code Alternator	UOM	Qty	Unit Price	Line Total	Discount Comment			
	GL-671	EA	20	no bid					
223	Alternator (Remanufactured)								
	GL-8725-RM	EA	10	no bid					
224	Condensor								
	YJ-564	EA	5	no bid					
225	Condensor								
	YJ-503	EA	25	no bid					
226	Motor & Fan								
	RF272	EA	250	no bid					
227	Fuel Cap								
	10840	EA	15	no bid					
228	A/C Tube								
	YF-2882	EA	5	no bid					
229	Radiator								
	CU 2610	EA	10	no bid					
				Subtotal	0	0			
230	Medium & Heavy Duty Fuel Pump	/ Trucks							
200	20964305	EA	5	no bíd					
231	Water Pump		•						
231	19208815	EA	10	no bid					
232	Alternator								
LUL	25877026	EA	10	no bid					
233	P/S Pump w/Resv								
	20756714	EA	5	no bid					
234	A/C Comp w/Clutch								
	25940200	EA	5	no bid					
235	Lft Frt Mas Wndw Swt								
	20835552	EA	5	no bid					
236	RELAY								
	13502674	EA	5	no bid					

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Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
237	A/C CONTROL PANEL	L				
	15-72900	EA	5	no bid		
238	LEAF SPRINGS, FRO	NT				
	15999880	EA	5	no bid		
239	HANDLE, PIVOT					
	716-60621	EA	5	no bid		
240	PUMP, WINDSHIELD WASHER					
	89025062	EA	5	no bid		
				Subtotal	0	0
				Total	\$482,363.4000	\$482,363.4000