

10/13

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



INVITATION TO BID

Chevy Suburban's - 4 Wheel Drive Qty. 2

CONTRACT NO. 34084

- 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: Los Angeles, Ca. ON THE 13th DAY OF October, 2015

COMPANY NAME: Reynolds Buick, Inc. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 675 So. Citrus Avenue CITY: Covina STATE: Ca. ZIP: 91723

PHONE: (805) 570-1567 FAX: (805) 220-6294

S/ [Signature] Fleet Account Manager  
(SIGNATURE) (TITLE)  
John F. Slavin johnfslavin@aol.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ (See Attachment)  
(SIGNATURE) (TITLE)  
(See Attachment) (EMAIL ADDRESS)

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

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.  
THE CITY OF LONG BEACH  
BY [Signature] Director of Financial Management  
Date 11/24/15

APPROVED AS TO FORM NOVEMBER 23, 2015.  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy  
Rev 01.27.10

**BID NUMBER ITB FS-15-210**

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 <u>CA.</u>
Partnership	State of _____
General	Limited
Joint Venture	
Individual	DBA

Limited Liability Company      State of \_\_\_\_\_

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

Ethnic (Check one):

Black	Asian	Other Non-white
Hispanic	American Indian	Caucasian

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

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

Is the firm certified as a Disadvantaged Business:      Yes      No

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

Yes      No

Name of certifying agency:

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

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

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**1. PREPARATION OF BID:**

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

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

**2. EXAMINATION OF BID:**

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

**3. CONDITIONS OF WORK:**

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

**4. DISCREPANCIES IN BID DOCUMENTS:**

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

**5. ORAL STATEMENTS:**

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

**6. BRAND NAMES AND SPECIFICATIONS:**

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

**7. AWARD:**

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

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

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

**8. PAYMENT:**

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

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

**9. SAFETY APPROVAL:**

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

**10. BUSINESS LICENSE:**

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

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dir/> 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, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: Coast Custom, Inc.  
Address: 8213 Sorensen Street  
Santa Fe Springs, Ca. 90670  
Commodity/Service Provided: Dual Battery/Limo Tint, Etc.  
Circle appropriate designation: MBE WBE

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

Certified by: City IA  
Valid thru: 12/31/16  
Dollar value of participation: \$ 2,600.00

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/PLAZA LEVEL  
LONG BEACH CA 90802

BID DUE DATE: October 13, 2015  
TIME: 11:00 a.m.

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)  
MICHELLE KING (562) 570-6020  
PURCHASING TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

**CONTRACT – GENERAL CONDITIONS**

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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



**CONTRACT – GENERAL CONDITIONS**

by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACT – GENERAL CONDITIONS**

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

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverage's for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

**D. INDEMNITY**

- (1) Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (2) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
- (3) If a court competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

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

**PROJECT OVERVIEW**

The City of Long Beach is soliciting bids for one (1) current model Ford F-350 with Stake Bed

**BID TIMELINE**

Bid release date: September 29, 2015  
Bid due date: October 13, 2015 by 11:00 AM PDT

**BID SUBMISSION INSTRUCTIONS**

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

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

- Reference List
- W-9 Form
- Debarment Certificate
- Insurance Requirements

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) copy marked "COPY", and one (1) digital copy on flash drive or disk. All of these items shall be included in a sealed envelope and addressed to:

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

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

**ITB FS-15-210 Chevy Suburban's – 4Wheel Drive Qty. 2**

Bids must be received by 11:00 AM, OCTOBER 13, 2015, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) attention Michelle King.

**REFERENCES**

Bidder shall furnish a list of three (3) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid.

**AWARD**

The City prefers to award to a single contractor but reserves the right to award contract 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.

**WARRANTY**

The Contractor shall guarantee in writing workmanship for a period of 60 Mo, commencing after the date of final completion.

Within each response to this solicitation, during this warranty period, the Contractor shall adjust, repair, or replace any faulty assembly covered under the warranty at no cost to the City. Emergency repair shall be performed within 36 hours of notification through the warranty period. The City reserves the right to bid regular preventative maintenance service at the end of the warranty period.

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under the **State Homeland Security Program** (CFDA 97.067). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE** - In the event of conflicts or discrepancies between these Federal 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

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

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

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

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

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH** – In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include

the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

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

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

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

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

**PUBLICATIONS** – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and

do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.”

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

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

## **BID PROTEST PROCEDURES**

### **Who May Protest**

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

### **Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following the bid opening.

### **Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

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

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



CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY

Comments and Exceptions

	Comply		
	Yes	No	
<p><b><u>Instructions:</u></b></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	✓		
<p><b><u>General:</u></b></p> <p>(2) Current model Suburban 4 Wheel drive, 4 doors, large utility vehicles, in LS trim 1/2 ton rating.</p>		✓	2016 GMC YUKON XL 4WD EQUIVALENT
<p><b><u>GVWR:</u></b></p> <p>Shall be at least 7,500 pounds.</p>	✓		
<p><b><u>Wheelbase:</u></b></p> <p>Shall be a minimum of 130 inches.</p>	✓		
<p><b><u>Overall Length:</u></b></p> <p>Shall be at least 224.4 inches.</p>	✓		
<p><b><u>Engine:</u></b></p> <p>Shall be gasoline, V8 type Vortec 5.3L, Eco Tec3. 355 H.P. 383 Ft. Lbs torque (L83).</p>	✓		
<p><b><u>Cooling:</u></b></p> <p>Shall be largest, heaviest duty, increased capacity system available for size of engine/transmission offered including engine oil and transmission cooler,</p>	✓		
<p><b><u>Exhaust System:</u></b></p> <p>Shall be of a quiet design type with minimum backpressure restriction. Muffler shall be of an aluminized coating construction.</p>	✓		

**CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY**

**Comments and Exceptions**

	Comply		
	Yes	No	
<p><b><u>Transmission:</u></b></p> <p>Shall be an automatic, torque converter <b>heavy duty</b> type with 6- speed automatic, electronic transmission with overdrive and tow/haul mode</p>	✓		
<p><b><u>Transfer Case:</u></b></p> <p>Shall be factory single speed, Four-wheel drive push button type on dash.</p>	✓		
<p><b><u>Differential:</u></b></p> <p>Shall be locking type with electronic traction assist system 3.08 gear ratio.</p>	✓		
<p><b><u>Axles:</u></b></p> <p><b>Front:</b> Shall have a rating of at least 3,600 pounds.</p> <p><b>Rear:</b> Shall have a rating of at least 4,200 pounds.</p>	✓		
<p><b><u>Suspension/Springs:</u></b></p> <p>Shall be factory <b>heavy-duty</b> suspension.</p>	✓		
<p><b><u>Stabilizer Bar/Anti-Roll:</u></b></p> <p>Shall be factory <b>heavy-duty</b>.</p>	✓		
<p><b><u>Shock Absorbers:</u></b></p> <p>Shall be factory <b>heavy-duty</b>.</p>	✓		
<p><b><u>Brakes:</u></b></p> <p>Shall be factory <b>heavy-duty front rotors vented and cross drilled</b>.</p>	✓		
<p><b><u>Frame:</u></b></p> <p>Shall be compatible to GVWR.</p>	✓		

CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY

Comments and Exceptions

	Comply		
	Yes	No	
<p><b>Steering:</b></p> <p>Shall be factory power with dash controls installed on steering wheel.</p>	✓		
<p><b>Wheels:</b></p> <p>Manufacturer shall provide five (5) 17" inch heavy-duty aluminum. Spare shall be full size.</p>	✓		(5) 18.0 x 8.5 ALUMINUM
<p><b>Tires:</b></p> <p>Manufacturer shall provide five (5) tubeless tires P265/70Rx17 all season tread. All wheels and tires to be statically and dynamically balanced.</p>	✓		
<p><b>Electrical System:</b> Shall be a twelve (12) volt negative ground system.</p> <p><b>Alternator:</b> Factory 150 Amp Output</p> <p><b>Batteries:</b> Shall be manufacturer's heaviest duty option offered for dual battery system. The secondary battery will be isolated from primary and used to power emergency accessories. The secondary battery will also serve as a jump start battery. Activated by a switch and relay listed in the Emergency Equipment section.</p>	✓		
<p><b>Fuel Tank:</b></p> <p>Minimum of thirty-one (31) gallons.</p>	✓		
<p><b>Body (Cab):</b> Shall be standard production, base level of trim and include at least all of the following:</p> <ol style="list-style-type: none"> <li>1. Front seat shall be 40-20-40 bench, with charcoal gray vinyl trim. Drivers seat shall be 6 way power with lumbar support. Passenger seat shall be manual.</li> <li>2. Second row bench seating.</li> <li>3. Third row bench seating.</li> <li>4. All glass shall be tinted including deep (limo) privacy deep tinted windows at rear and</li> </ol>	✓		JET BLACK CLOTH *

\* TO RECOVER ALL SEATS WITH VINYL MATERIAL, ADD \$ 1122.45 TO UNIT BID PRICE.  
 FOR VINYL SEAT COVERS FOR ALL SEATS, ADD \$ 714.29

CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY

Comments and Exceptions

	Comply		
	Yes	No	
sides.			
5. Power window and door locks.	✓		
6. Floor covering front and rear shall be <u>rubber</u> .		✓	<i>FRONT - CARPETING + MATS REAR - RUBBER COVERED.</i>
7. All doors to provide automatic illumination when opened.	✓		
8. Integral heater and defroster shall be provided.	✓		
9. Factory installed front and rear air conditioning.	✓		
10. Windshield wipers provided shall have an intermittent wipe feature.	✓		
11. Side impact air bags, driver and right front passenger.	✓		
12. Inside center mirror shall have day/night adjustment feature.	✓		
13. Manual folding side view mirrors.		✓	<i>POWER BELOW EYE LINE</i>
14. Glove compartment shall be lockable.	✓		
15. Sun visors and arm rests on both sides.	✓		
16. Rear door tailgate style.	✓		
17. Electric clock.	✓		
18. Factory installed AM/FM CD radio, with Bluetooth.		✓	<i>AM/FM 8" COLOR TOUCH SCREEN USB PORTS, FAX. TALK, BLUETOOTH, CD NO LONGER AVAILABLE (5) KEYS (2) REMOTES</i>
19. Five (5) keys for each type of lock and factory installed keyless entry.	✓		
20. Rear park assist with audible warning	✓		
21. Rear vision camera.	✓		
22. Trailering package	✓		
23. Cruise control.	✓		
24. Tilt steering column.	✓		
25. Body side moldings, as applicable.	✓		
26. Dual horns.	✓		
27. Inside hood release.	✓		
28. Skid plate package.	✓		
29. Luggage Rack	✓		
30. Vendor shall provided a list of recommended stock part	✓		
31. Vendor shall provided information on all S/N of the vehicle to include, engine, transmission, axles, chassis, etc.	✓		
32. Passenger side airbag shall be manual override control.	✓		
33. Factory heavy duty tow package included.	✓		

CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY

Comments and Exceptions

	Comply		
	Yes	No	
<p><b><u>Paint:</u></b></p> <p>(1) Shall be standard: Summit <u>White (GAZ)</u>                      (1) Shall be <u>Black (GBA)</u></p>	✓		
<p><b><u>Interior Color:</u></b></p> <p>Interior color charcoal gray <u>vinyl.</u></p>		✓	SEE COMMENTS AND OPTIONS UNDER BODY (CAB)
<p><b><u>Warranty:</u></b></p> <p>1. Manufacturer shall identify a single point warranty, and repair facility approved by the City of Long Beach within a 25-mile radius of Long Beach City Hall.</p> <p>2. The Contractor shall guarantee the complete vehicle furnished under these specifications against defects in material and workmanship for a period of 3 years from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.</p> <p>3. Warranty shall begin when the City of Long Beach places the unit in service.</p> <p>4. All transportation of vehicles for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p>	✓		
<p><b><u>Warranty Performance:</u></b></p> <p>1. The contractor shall be required to provide service within one (1) working day after notification by telephone.</p>	✓		
<p><b><u>Warranty Performance cont:</u></b></p> <p>2. If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility.</p> <p>3. The City shall be paid an area average hourly</p>	✓		

**CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY**

**Comments and Exceptions**

	Comply		
	Yes	No	
rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers. 4. The vehicle manufacturer shall furnish all warranty documentation to the City upon delivery. 5. Defective parts shall be labeled and retained by the City until parts are replaced. 6. Contractor shall take full responsibility for returning any defective parts to his supplier. 7. Outside vendor repair facility parts and labor billing to go directly to manufacturer.	✓		
<b>EMISSION RATting:</b>  Vehicles shall meet the minimum emission requirements set forth by the SCAQMD and be rated at LEV, ULEV, or SULEV emission standards. (if available)	✓		
<b><u>Manuals/Operating Service:</u></b>  Successful bidder shall provide a full set of operating/service manuals (CD if available) for every major component installed in truck including cab and chassis, electrical schematics, hydraulic schematics, and a complete parts manual. All manuals and schematics shall be delivered with each unit.	✓		
<b><u>Acceptable Vehicles:</u></b>  Chevrolet Suburban GMC Yukon XL	✓		<i>GMC YUKON XL</i>



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

## Debarment, Suspension, Ineligibility Certification

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

This certification is required by federal regulations implementing Executive Order No. 12549

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

John F. Slavin

Signature of Authorized Representative

**Fleet Account Manager**

Title of Authorized Representative

**Reynolds Buick, inc.**

10/13/15

Business/Contractor/ Agency

Date

**ITB FS 15-210**  
**CHEVY SUBURBAN'S - 4 WHEEL DRIVE, 4 DOOR LARGE UTILITY**

**BID SECTION**

\$ 47,668.37 COST FOR VEHICLE  
\$ 8.75 TIRE TAX  
\$ N/C DELIVERY  
\$ 4,290.15 SALES TAX  
\$ 51,967.27 TOTAL COST PER VEHICLE  
\$ 103,934.54 **GRAND TOTAL FOR 2 VEHICLES**

ESTIMATED DAY OF DELIVERY 120-150 Days ARO  
PAYMENT TERMS 2% - 30 Days  
(discounts offered)

Time is of the essence for delivery. Failure to deliver on the date stated above is a material breach of the contract. The parties agree that damages for delay would be difficult to calculate. Therefore, liquidated damages in the amount of \$ 25.00 per day will be withheld from final payment.





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Reference Information Form

Client/Contractor Name Los Angeles Department of Water & Power

Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph No \_\_\_\_\_

Address \_\_\_\_\_

Project Description (617) Pickup Trucks

Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name City of Los Angeles

Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph No \_\_\_\_\_

Address \_\_\_\_\_

Project Description Various

Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name County of Los Angeles

Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph No \_\_\_\_\_

Address \_\_\_\_\_

Project Description Various

Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name Metropolitan Transit Authority

Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph No \_\_\_\_\_

Address \_\_\_\_\_

Project Description (28) Utility Trucks

Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name Metropolitan Water District

Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph No \_\_\_\_\_

Address \_\_\_\_\_

Project Description Various

Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Form **W-9**

**Request for Taxpayer Identification Number and Certification**

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

Rev. October 2007  
Department of the Treasury  
Internal Revenue Service

Name as shown on your income tax return  
**Reynolds Buick, Inc.**

Business name if different from above

Check appropriate box:  Individual sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification ID disregarded entity, corporation, or partnership ▶  Exempt state  
 Other see instructions ▶

Address number, street, and apt. or suite no.  
**345 North Citrus Avenue**

Requester's name and address (optional)

City, state, and ZIP code  
**West Covina, Ca. 91791**

List additional numbers here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN); however, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, this is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 4.

Social security number

OR

Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 3 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

7/30/13

**General Instructions** John F. Slavin

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

**Purpose of Form**

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity, and for the entity



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## Acceptance of Certification

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

### **Instructions for completing the form, Attachment – Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
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  
City of Long Beach, Business Relations, Purchasing Division at 562-570-6200***



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## 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. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

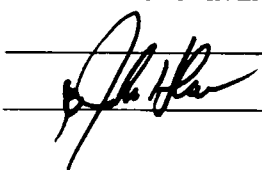
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC)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



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- 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 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:	John F. Slavin	Title:	Fleet Account Manager
Signature:		Date:	10/13/15



To Whom It May Concern

June 4, 2007

Dear Sirs:

From this date forward, please consider this document as our approval of John F. Slavin-Fleet Account Manager, as our corporate designated individual authorized to sign documents on the company's behalf. This approval will remain in effect until rescinded by letter from the corporate officers below. Thanks you for your consideration.

Very truly yours,



**Donald M. Reynolds**  
President/General Manager



**Irven G. Reynolds**  
Vice President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

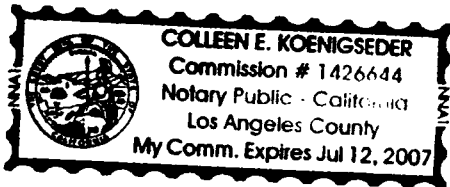
On 6-15-07 before me, COLLEEN E. KOENIGSEDER NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DONALD M. REYNOLDS AND IRVEN G. REYNOLDS  
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Colleen E. Koenigseder  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: AUTHORIZATION LETTER - City of Los Angeles Purchasing Agent

Document Date: 6-4-07 Number of Pages: 1

Signer(s) Other Than Named Above: N/A.

### Capacity(ies) Claimed by Signer(s)

Signer's Name: DONALD M. REYNOLDS

- Individual
- Corporate Officer — Title(s): SECRETARY
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

REYNOLDS BUICK INC

Signer's Name: IRVEN G. REYNOLDS

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

REYNOLDS BUICK INC.