

BID NUMBER PA-00807

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



INVITATION TO BID

AUTO BODY REPAIR SERVICES

CONTRACT NO. 29910

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: LONG BEACH, CA ON THE 15th DAY OF 15 NOV, 2006
CITY STATE MONTH

COMPANY NAME: DANNY'S AUTO PAINTING & BODY WORK TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 5885 PARAMOUNT BLVD CITY: LONG BEACH, STATE: CA ZIP: 90805-3707

PHONE: 562 423 5335 FAX: 562 423 8861

SI [Signature] MANAGER (TITLE)
(SIGNATURE) (TITLE)

DANNY JONES II
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] PHYLLIS JONES OWNER (TITLE)
(SIGNATURE) (TITLE)

PHYLLIS JONES
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature] 1/16/07
Director of Financial Management Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

1/11, 2007

Rev 08/03/03

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of _____
Partnership State of _____
 General Limited

Joint Venture

Individual DBA DANNY'S AUTO PAINTING & BODY WORK
Limited Liability Company State of California

Composition of Ownership (more than 50% 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

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: CITY OF LONG BEACH

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY
CONTACTING 562-570-6362.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to 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 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.

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.

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. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

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 the Contractor or said Subcontractors in the execution of the Contract.

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

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.

SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

12. 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.

BID DUE DATE: NOVEMBER 16, 2006

TIME: 11:00 am

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

13. 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.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

Michelle Miller 562/570-6020
BUYER TELEPHONE NUMBER

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

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

Fifteen Percent (15%) MBE Participation
Fifteen Percent (15%) WBE Participation

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

Dan Ramos 562-570-5410
DEPARTMENT CONTACT TELEPHONE NUMBER

Whenever possible, Contractor should seek to accomplish these goals.

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: MARIOS PRO TECH AUTO GLASS

Address: 1116 N WILLOW AVE. COMPTON 90280

Commodity/Service Provided: GLASS SERVICE

Circle appropriate designation: MBE WBE

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

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

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the bid opening.

17. INTER-AGENCY PARTICIPATION:

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

YES X NO _____

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

15. 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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

18. 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.

SPECIAL 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 the Contractor for such an adjustment must be made within thirty 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 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.

SPECIAL CONDITIONS

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 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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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.

SPECIAL CONDITIONS

26. 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.
27. 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.
28. 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 the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE 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 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 his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

SPECIAL CONDITIONS

- 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, his 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 the Contractor; products and completed operations of Contractor; 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.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

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 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 the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- 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.

SPECIAL CONDITIONS

CONTRACT PERIOD

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

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

BASIS OF AWARD OF CONTRACT

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any Bidder hereunder.

The City shall award a Contract to the two lowest responsible primary and secondary bidders meeting specifications. Work will be allocated to either of the awardees at the sole discretion of the Fleet Services Contact Administrator. Lowest responsible bidders shall be determined by applying rates quoted to the three hypothetical repair scenarios included as Attachment "A". Throughout the entire term of the Contract, repairs shall be provided using the following Procedures as outlined in the supplemental conditions.

BOND PROVISIONS N/A

SPECIAL CONDITIONS

MANDATORY PRE-BID CONFERENCE

A **mandatory Pre-Bid Conference** shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference.**

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time: 3:00 P.M.
Date: November 8, 2006
Location: Fleet Services Bureau, 2600 Temple Avenue, Long Beach
Contact: Michelle Miller (562) 570-6020

Bid release date:	November 1, 2006
Last day to submit questions	November 10, 2006
Bid Closes	November 16, 2006

PICK UP AND DELIVERY INSTRUCTIONS

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

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

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

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

VENDOR LOCATION

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

SUPPLEMENTAL CONDITIONS

DELIVERY (COMPLETION) SCHEDULE

Delivery of vehicles and completion of services shall be calculated based on the total number of hours identified in the Visual Damage Quotation (VDQ) plus three (3) additional work days. Delivery requirements shall begin upon Contractor's receipt of vehicle or part. (Saturdays, Sundays and National Holidays shall not be considered as work days)

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

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

The City reserves the right to seek other vendor(s) to repair vehicles if either the primary or secondary vendor is unable to:

1. Handle the workload in a timely manner.
2. Provide the necessary equipment and/or workspace to repair the City's vehicle or part.

The City may assign a repair/job to one participating Contractor based on emergency needs and/or special circumstances.

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

- **\$30.00 will be deducted from the invoice for any vehicle not passing a delivery inspection due to incomplete or unfinished work. An additional \$50.00 per day will be credited back to each invoice for every day that the Contractor has the vehicle for a correction.**
- **\$15.00 will be credited back to Fleet Services Bureau for any additional work performed on a vehicle by Fleet Services to correct work unfinished by the Contractor.**
- **Should the Contractor not complete repairs on a vehicle within the specified number of days \$25.00 per day for every day that the job is beyond the specified due date shall be credited back to the City, unless the City approves the delay, as stated above.**

SUPPLEMENTAL CONDITIONS

Consistently performing unacceptable work will jeopardize your organization providing any further services to the City.

PRICE AGREEMENT CONDITIONS, (NEW OEM AND AFTERMARKET PARTS)

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

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

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

BLANKET PURCHASE ORDERS

A blanket purchase order (BPO) will be sent to the Contractor by the City Purchasing Agent. Authorized personnel will be indicated on the BPO. BPO releases will be issued by the using department. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release (purchase order) issued by the using department.

INSURANCE

Contract-General Conditions, Item 31 (page 7) shall be incorporated and supplemented with the following:

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

SUPPLEMENTAL CONDITIONS

CARE & CUSTODY

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

SUBCONTRACTING OF SERVICES

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

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 services. The City intends to contact these customers to determine reliability, performance and other information. Failure to include customer's references may void the bid if the City has no prior experience with Bidder.

AFFILIATIONS

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

<u>Yes</u>	<u>No</u>	<u>Program</u>	<u>Company</u>
_____	_____	D.R.P. (Direct Repair Program)	_____
_____	_____	I.R.P. (Immediate Repair Program)	_____
_____	_____	C.O.D. (Circle of Dependability)	_____
_____	_____	P.R.O. (Priority Repair Option)	_____
_____	<u>X</u>	ICAR Gold Class designation, if no, are you working to achieve this status?	<u>YES</u>

SUPPLEMENTAL CONDITIONS

PROCEDURES

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

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

A Contractor who fails to provide a quotation within the time specified **will** be considered non-responsive and will forfeit the work to another participating Contractor. Contractors who consistently fail to provide quotations within the time specified may have their Contract canceled.

HIDDEN DAMAGE

If, during the course of repairs, hidden damage is discovered the Contractor shall immediately notify the Contract Administrator and provide a supplemental VDQ for the hidden damages. Should the Contract Administrator determine that hidden damage reported was identified by one or more of the other contractors VDQ the additional work may not be claimed as hidden damage. Should the hidden damage be significant the City reserves the right to re-bid any additional work. Under no circumstances shall any additional work be performed without the written approval of the Contract Administrator. The Contract Administrator may visit the facility to verify additional damage.

SUPPLEMENTAL CONDITIONS

INVOICES

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

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

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

Invoices must include sufficient documentation to substantiate all costs.

SPECIFICATIONS SECTION

REPAIR EQUIPMENT and METHODS

COMPLY

Yes

No

<u> x </u>	_____	<p>Automated Estimating Software Program Mitchell Estimate MX-CX, UltraMate or approved equal system.</p> <ul style="list-style-type: none"> • System must provide for automatic deduction of overlap labor time. <p>System must be capable of digital imaging. Indicate Estimating Software to be used:</p> <hr/>
<u> x </u>	_____	<p>Gas, Arc and Mig Weld capabilities with one for three journey level body technicians ASE Certified with current Certification status. (Steel/Aluminum)</p>
<u> x </u>	_____	<p>Equipment to hoist, rack or bench vehicles for inspection.</p>
<u> x </u>	_____	<p>Hydraulic frame-straightening equipment to make multiple body and structural pulls for straightening. Chief Easyliner, or approved equal.</p>
<u> x </u>	_____	<p>A source of information for dimensions covering frame, upper body, and wheel alignment specifications for the types of vehicles being repaired. Indicate source utilized:</p>
<u> x </u>	_____	<p>Four point anchoring system to hold vehicle in stationary position during structural and body pulls.</p>
<u> x </u>	_____	<p>Paint spray booth, approved and permitted to satisfy all current Federal and State Regulations and Local zoning Ordinances.</p>
<u> x </u>	_____	<p>Paint spraying practices that satisfy all regulations required by the federal, state and local government pertaining to the Clean Air Act.</p>
<u> x </u>	_____	<p>Compliance with toxic waste disposal laws and regulations.</p>
<u> x </u>	_____	<p>Paint application and mixing abilities that meet or exceed original equipment manufacturer's color and finishing standards.</p>

SPECIFICATIONS SECTION

REPAIR EQUIPMENT and METHODS

- | | |
|--------------------|---|
| <u> X </u> _____ | State registered and approved automotive air conditioning Freon recovery/recycling system for automotive air conditioning systems. |
| <u> X </u> _____ | Vehicle manufacturer approved source for supplemental restraint systems (air bags). |
| <u> X </u> _____ | The ability to provide computerized four wheel alignment, including specifications printout. |
| <u> X </u> _____ | The ability to remove and reinstall suspension, engine and drive train components using original equipment manufacturer's recommended methods and procedures. |

NOTE: Contractor must have equipment and be using methods at time of Bid Opening.

PERSONAL QUALIFICATIONS AND TRAINING

COMPLY

Yes **No**

- | | |
|--------------------|---|
| <u> X </u> _____ | A minimum of 75% of the estimating and managing staff shall be ICAR trained, ASE certified, or factory trained. |
| <u> X </u> _____ | A minimum of 75% of body and frame technicians shall be ICAR trained, ASE certified, or factory Certified. |
| <u> X </u> _____ | A minimum of 75% of paint technicians shall be ICAR trained or ASE certified. |

NOTE: Evidence of training shall be submitted with the bid. Failure to provide evidence of training completion certificates and certification certificates may disqualify bid.

SPECIFICATIONS SECTION

PROCESS AND SPECIFICATION

GENERAL

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

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

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

REPAIRS

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

Contractors are encouraged to incorporate cost saving techniques including and are required to use Original Equipment Manufacturer (O.E.M.) parts.

Salvage, aftermarket parts and rebuilt exchange parts are not acceptable.

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

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

REPAIR PAINTING

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

SPECIFICATIONS SECTION

DISCOUNTS AND CHARGES

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

WARRANTY

Contract-General Conditions, Item 6 (page 6) shall be supplemented by the following:

Contractor shall provide at least a thirty (30) day unconditional warranty against defective parts and materials for all work performed on City vehicles and a lifetime warranty against defective workmanship and repairs. Contractor shall also work with City personnel in the resolution of all parts or material manufacturer warranty claims that may arise. Provide the length of your warranty on parts and labor below.

WARRANTY: Parts 90 days Labor 365 days

ADMINISTRATION AND ADMISSION

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

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

COMPLETE VEHICLE PAINT JOBS

The City requires the services of a Contractor to paint City vehicles. The Contractor will be required to provide complete paint jobs on light and medium duty cars, trucks and vans. The City therefore reserves the right to award a separate contract for vehicle paint work.

CONDITIONS

Contractor's facility, painting procedures and material handling practices shall comply with all federal, state and local laws, ordinances and regulations.

SPECIFICATIONS SECTION

PAINTING / REFINISHING

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

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

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

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

MATERIALS

All paint and materials shall comply with federal, state and local regulations. Contractor shall use Dupont, PPG, BASF, Sherman Williams or approved equal products when painting City vehicles. When applicable, paint shall match original vehicle color and finish.

WARRANTY

Contractor shall provide a ninety (90) day unconditional guarantee on all parts, materials, labor and workmanship. Contractor shall warranty each paint job against fading, loss of gloss, peeling, chalking, bubbling, cracking and wrinkling for a period of three (3) or five (5) years, depending on the paint material requested. Failure to provide warranty as outlined may disqualify Contractor's bid.

MISCELLANEOUS ITEMS

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

BID SECTION

BID TO FURNISH AND DELIVER VEHICULAR BODY, FRAME AND REFINISHING REPAIRS FOR THE CITY OF LONG BEACH FLEET SERVICES BUREAU, HARBOR AND WATER DEPARTMENTS.

WE ARE PLEASED TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

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

SUMMARY OF BID ITEMS

SEE ATTACHED PAGE 24-27

SEE ALSO ATTACHMENT "A" PAGES 1-3 Attachment "A"

SUMMARY OF BID ITEMS

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

<u>Item</u>	<u>Unit</u>	<u>Description</u>	<u>Labor Rate</u>
01	Hr.	R&R (Remove Replace) and Repairs	\$ <u>25.00</u>
02	Hr.	Frame Straightening and Repairs Set-up <u>2.0</u> Hrs.	\$ <u>35.00</u>
03	Hr.	Painting	\$ <u>25.00</u>
04	Hr.	Mechanical	\$ <u>45.00</u>

Material Charges

01	Hr.	Paint/Shop Materials	\$ <u>18⁰⁰</u>
----	-----	----------------------	---------------------------

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

<u>Item</u>	<u>Estimating Guide</u>	<u>Source of Origin</u>	<u>Discount from List Price</u>
01	<u>MITCHELL</u>	Domestic	<u>10%</u>
02	<u>MITCHELL</u>	Asian	<u>5%</u>
03	<u>MITCHELL</u>	European	<u>5%</u>

SUMMARY OF BID ITEMS

GENERAL

Items Characteristic of Collision Repair Processes

<u>Item</u>	<u>Description</u>	<u>Fixed Rate</u>
01	Two Wheel Alignment	\$ <u>45.00</u>
02	Four Wheel Alignment	\$ <u>65.00</u>
03	Air Conditioning, E&R, R12, including Freon	\$ <u>cost + 20%</u>
04	Air Conditioning, E&R, R134, including Freon	\$ <u>cost + 20%</u>
05	Coolant Per Gallon	\$ <u>cost + 20%</u>
06	Complete Detail (Vacuum & shampoo Interior, wash & wax exterior)	\$ <u>150.00</u>
07	Car Cover, when required	\$ <u>10.00</u>
08	Towing up to 14,000lbs. GVWR	\$ <u>PER INVOICE</u> NO MARK UP

Item	Description	% Mark-up Over Cost
01	LKQ (Like Kind Quality)	<u>20</u> %
02	Aftermarket Parts	<u>20</u> %
03	Reconditioned Parts	<u>20</u> %
04	Radiator Repair	<u>20</u> %
05	Exchange/Remanufactured Bumpers	<u>20</u> %

SUMMARY OF BID ITEMS

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

Item	Description	% Discount from *NAGS
01	Windshields/Back-glass	<u>COST + 20 %</u>
02	Side Glass/all other	<u>COST + 20 %</u>

* NAGS (National Auto Glass Specifications)

COMPLETE PAINT JOBS: Light and medium duty cars, trucks and vans

Item	Description	Warranty	Fixed Price
01	* S.S. Urethane, nonmetalics	3 year	\$ <u>895</u> ⁰⁰
02	* S.S. Urethane, nonmetalics	5 year	\$ <u>895</u> ⁰⁰
03	* S.S. Urethane, metalics	3 year	\$ <u>995</u> ⁰⁰
04	* S.S. Urethane, metalics	5 year	\$ <u>995</u> ⁰⁰
05	* S.S. Urethane, nonmetallic 2 tone	3 year	\$ <u>1,200</u> ⁰⁰
06	* S.S. Urethane, metalics 2 tone	5 year	\$ <u>2,500</u> ⁰⁰
07	Base Coat Clear Coat, nonmetalics	5 year	\$ <u>2,500</u> ⁰⁰
08	Base Coat Clear Coat, metalics	5 year	\$ <u>2,500</u> ⁰⁰
09	Base Coat Clear Coat, 2 tone	5 year	\$ <u>3,000</u> ⁰⁰
10	Two Part Poly Urethane	6 year	\$ <u>2,500</u> ⁰⁰

Miscellaneous Additional Charges

Item	Description	Fixed Price
01	Flex additive, bumpers etc.	\$ <u>8.00</u>
02	Jambs, per opening	\$ <u>1.0 + mat</u>
03	Under hood/deck lid, all jambs @ color change	\$ <u>4.0 + mat</u>
04	Extra size	\$ <u>95.00 + ? how big</u>
05	Environmental compliance charge	\$ <u>5.00</u>
06	Pin striping, complete, factory design	\$ <u>35.00</u>
07	Decal removal, standard City vehicle	\$ <u>75.00</u>
08	Decal removal, Police patrol car	\$ <u>75.00</u>
09	Pick-up and delivery over 15 mile radius	\$ <u>NO CHARGE</u>

* S.S. Single Stage

PAYMENT TERMS: NET 30 DAYS

Price increase shall not exceed 5% % during the first renewal period.

Price increase shall not exceed 5% % during the second renewal period.

PA-00807 REVISED ATTACHMENT "A"

Bidders shall complete the three scenarios of Attachment "A". The totals of these Cost Estimate Scenarios shall be used to determine the three lowest bidders. All sales tax shall be computed using 8.25%.

1775

COST ESTIMATE SCENARIO #1

Damage: Front left quartering impact with moderate damage

	Replace	Repair	INSTRUCTIONS	Body Hrs.	Paint Hrs.	Frame Hrs.	Parts List	Sublet Net.
1	X		Frnt. Bumper					
2	X		Frnt. Bumper Cover				442 ⁸³	
3	X		Frnt. Bumper Reinforcement	1.0			63 ⁶³	
4	X		Grille				65 ⁴⁶	
5	X		Grille Nut				1 ³⁸	
6	X		Lt. Headlight Assy.	1.2			146 ³¹	
7	X		Headlight					
8	X		L Park I Signal Lamp Assy.					
9	X		Hood Panel	.9	4.4		310 ²³	
10	X		Radiator	1.6			368 ⁷⁸	
11	X		Upper Radiator Support	3.0	1.0		169 ⁷⁸	
12		X	Lt. Fender Panel	.5				
13	X		Lt. Fender Apron Assy.	8.5	0.5		468 ⁸¹	
14	X		Lt. Fender Brace	.2			295 ⁸	
15	X		Lt. Grille Panel Bracket	N/A				
16	X		Lt. Front body Bracket	N/A				
17	X		Front Body Brace	N/A				
20	X		Lt. Front Body Brace	N/A				
21		X	Check and Adjust F1/Lamps	.4				
22	X		Hood Panel (Factory OEM Aluminum ONLY)	0				
23	X		Hood Primary Latch	.3			424 ⁰	
24	X		Frnt. W/Shield NAGS	2.3			171 ⁹⁵	
25	X		Air Bag Module - Driver Side (Factory OEM ONLY)	.5			631 ⁶⁰	
26		X	Detail Interior Clean Up Glass	.5				45 ⁰⁰
27			Towing - From Fleet Services to Your Shop					
28		X	Set to Pull Frame			2.0		
29		X	Pull Frame - Back 3" & High 1"			1.0		
30		X	Frnt. Wheel Alignment					45 ⁰⁰
31		X	Refinish as Required & Paint Materials					

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

Year: 2006 3.0 Hrs @ \$35⁰⁰ Body \$ 105⁰⁰
 Make: Ford 5.9 Hrs @ \$25⁰⁰ Body \$ 147⁵⁰
 Model: Escape, Hybrid 4dr SUV 20.9 Hrs @ \$25⁰⁰ Body \$ 522⁵⁰
 Vin: [REDACTED]

Parts \$ 2,912⁴¹
~~0~~ Hrs @ ~~\$0~~ Shop Mat \$ ~~0~~
 5.9 Hrs @ \$18⁰⁰ Paint Mat \$ 106²⁰
 Sublet Mat \$ 90⁰⁰
 Sales Tax \$ 249⁰³
 Total \$ 4,132⁶⁴

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

COST ESTIMATE SCENARIO #2

Damage: Minor left rear quartering impact. Driveable

	Replace	Repair	INSTRUCTIONS	Body Hrs.	Paint Hrs.	Frame Hrs.	Parts List	Sublet Net.
1	X		Rear Bumper Cover	1.9			243 ⁸²	
2	X		Rear. Bumper Cover Mldg.	N/A			N/A	
3	X		Rear. Bumper Reinforcement	INC			163 ⁵²	
4	X		Rt. Rear. Bumper Impact Absorber	INC			146 ⁸	
5	X		Lt. Rear. Bumper Impact Absorber	INC			146 ⁸	
6	X		Lt. Tail Lamp Assy.	.5			119 ³⁹	
7	X		Rt. Tail Lamp Assy.	.5			119 ³⁹	
8		X	Rt. Quarter Panel	.5				
9		X	Lt. Quarter Panel	.5				
10		X	Rt. Inner Quarter Panel	.5				
11		X	Lt. Inner Quarter Panel	.5				
12	X		Rt. Fender Wheelhouse Panel	.5			79 ⁹²	
13	X		Lt. Fender Wheelhouse Panel	.5			79 ⁹²	
14		X	Set to Pull Frame			2.0		
15		X	Pull & Square Frame Low 1" Sway 3"			1.0		
16	X		Paint Complete Same Color Two-Tone Black & White		21.0			
17			(Inc. Jambs, Frames, Hood & Trunk)		4.0			
18		X	Detail Interior & Trunk					75 ⁹²
19		X	Refinish as Required & Paint Materials					
20		X	Refinish as Required & Paint Materials					

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

Year: 2000 3.0 Hrs @ \$35 - Frame Body \$ 105⁹²

Make: Toyota 25 - Hrs @ \$25 - Paint Body \$ 625⁹²

Model: Camry, 4dr Sedan 5.9 Hrs @ \$25 - Body \$ 147⁵⁰

Vin: XXXXXXXXXX

Parts \$ 835⁵¹

~~0~~ Hrs @ ~~\$0~~ Shop Mat \$ ~~0~~

25.0 Hrs @ \$18⁹² Paint Mat \$ 450⁹²

Sublet Mat \$ 75⁹²

Sales Tax \$ 106⁰⁵

Number of days required in Contractor's shop for repairs: 3 Total \$ 2,344⁰⁶

COST ESTIMATE SCENARIO #3

Damage: Moderate front impact.

	Replace	Repair	INSTRUCTIONS	Body Hrs.	Paint Hrs.	Frame Hrs.	Parts List	Sublet Net.
1		X	Lt. Front Fender	0.5			178 ³⁴	
2	X		Front Bumper Cover	1.0	2.4		180 ³²	
3	X		Front Bumper Reinforcement				4 ⁵⁶	
4	X		Lt. Front Bumper Cover Support				45 ²⁵	
5	X		Front Bumper Cover Absorber				27 ⁰¹	
6	X		Rt. Front Bumper Cover Support				44 ²⁵	
7	X		Grille				0	
8	X		Grille Support				222 ⁰⁰	
9	X		Hood	1.0	3.9		9 ¹²	
10	X		Hold Open Rod				22 ⁵⁹	
11	X		Hood Panel Emblem				349 ⁰⁴	
12	X		Radiator				307 ⁷⁶	
13	X		Radiator Support	5.4	1.5		136 ⁶⁸	
14	X		Air Conditioning Hoses	1.1			93 ⁶⁰	
15	X		Air Conditioning Pipes	1.4			7 ⁵⁵	
16	X		Lt. Fender Brace				241 ¹⁵	
17	X		Frnt. W/Shield NAGS	3.0			620 ¹⁴	
20	X		Air Bag Module - Driver Side (Factory OEM ONLY)	.3			666 ¹⁸	
21	X		Air Bag Module - Passenger Side Factory OEM ONLY)	.8				
22		X	Detail Interior Clean Up Glass	0.5				
23			Towing - From Fleet Services to Your Shop					45 ⁰⁰
24		X	Set to Pull Frame			2.0		
25		X	Pull Frame - Back 3" & High 1"			1.0		
26		X	Frnt. Wheel Alignment					45 ⁰⁰
27		X	Refinish as Required & Paint Materials					

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

Year: 2006

Make: Toyota

Model: Prius, 4dr Sedan

Vin: [REDACTED]

3.0 Hrs @ \$ 35 - ~~Frame~~ Body \$ 105⁰⁰
 7.8 Hrs @ \$ 25 - ~~Paint~~ Body \$ 195⁰⁰
 15.0 Hrs @ \$ 25 - Body \$ 375⁰⁰

Parts \$ 3,155⁵⁹

~~0~~ Hrs @ \$ ~~0~~ Shop Mat \$ ~~0~~

7.8 Hrs @ \$ 18 - Paint Mat \$ 140⁴⁰

Sublet Mat \$ 90⁰⁰

Sales Tax \$ 271⁸⁹

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

Total \$ 4,332⁸⁸

COST ESTIMATE SCENARIO #4

Damage: Direct front impact with moderate damage

	Replace	Repair	INSTRUCTIONS	Body Hrs.	Paint Hrs.	Frame Hrs.	Parts List	Sublet Net.
1	X		Frnt. Bumper Cover	0.7	2.8		448 ⁰⁵	
2	X		Frnt. Bumper cover Mldg.	0			40 ¹²	
3	X		Frnt. Bumper Reinforcement	INC			73 ⁷⁰	
4	X		Rt. Frnt. Bumper Impact Absorber	INC			18 ⁶¹	
5	X		Lt. Frnt. Bumper Impact Absorber	INC			18 ⁶¹	
6	X		Grille	INC			101 ¹²	
7	X		Grille Header Panel	2.2	2.2		411 ⁴²	
8	X		Griller Panel Ornament	INC			10 ⁷⁴	
9	X		Rt. Grille Panel Bracket	N/A			0	
10	X		Lt. Grille Panel Bracket	N/A			0	
11	X		Lt. Park I Signal Lamp Assy.	INC			31 ⁹⁰	
12		X	Check and Adjust F1/Lamps	.4				
13	X		Hood Panel (Factory OEM Aluminum ONLY)	.5	4.4		441 ⁶⁶	
14	X		Hood Primary Latch	INC			54 ⁷⁸	
15	X		Cooling Radiator Support	3.8			144 ³⁶	
16	X		Lt. Fender Panel	2.0	2.2		230 ⁸⁸	
17	X		Lt. Fender Apron Assy.	.6			48 ²⁹	
18	X		Lt. Fender Brace	.1			143 ¹²	
19	X		Rt. Fender Panel	3.7	2.2		195 ¹²	
20	X		Rt. Fender Apron Assy.	.6			615 ²¹	
21	X		Rt. Fender Brace	.1			615 ²¹	
22	X		Frnt. W/Shield NAGS	2.5				
23	X		Air Bag Module - Driver Side (Factory OEM ONLY)	.5				
24	X		Air Bag Module - Passenger Side (Factory OEM)	.7				
25		X	Detail Interior Clean Up Glass	.5				
26			Towing - From Fleet Services to Your Shop					45 ⁻
27		X	Set to Pull Frame			2.0		
28		X	Pull Frame - Back 3" & High 1"			1.0		
29		X	Frnt. Wheel Alignment					45 ⁻
30		X	Refinish as Required & Paint Materials					

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

Year: 2006

Make: Ford

Model: Crown Victoria, 4dr Sedan

Vin: [REDACTED]

3.0 Hrs @ \$ 35 - ~~FRAME~~ Body \$ 105⁰⁰
 13.8 Hrs @ \$ 25 - Body \$ 345⁰⁰
 18.9 Hrs @ \$ 25 - Body \$ 472⁰⁰

Parts \$ 4,065⁷⁰

~~0~~ Hrs @ \$ ~~0~~ Shop Mat \$ ~~0~~

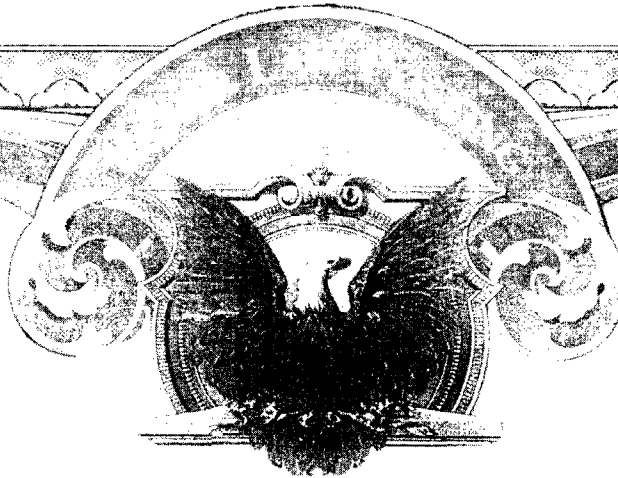
~~0~~ Hrs @ \$ 18 - Paint Mat \$ 248⁴⁰

Sublet Mat \$ 90⁰⁰

Sales Tax \$ 355⁹¹

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

Total \$ 5,682⁵¹



2006

Danny's Auto Painting & Body

Compliance Materials Certificate
Valid 05/17/2006 through 05/18/2007

This certificate must be posted next to your Space Saver-1 Labor Law Poster. Failure to do so may void your coverage under our 17,000 We Pay the Fine Guarantee against penalties for posting violations. When posted, this certificate validates that the bearer has in good faith purchased a Personnel Concepts state and federal labor law poster containing required employee labor law notices. This certificate is valid for one year unless the bearer is notified of additional or revised posting requirements. To ensure continued compliance, the bearer should contact a Compliance Specialist at 800-333-3795 at least one month before this certificate's expiration date to obtain a new certificate and an updated poster, where necessary.

It is the responsibility of the bearer to properly display the poster(s) in accordance with government regulations. Mandatory labor law notices must be displayed at eye level in a conspicuous area frequented by employees during the normal course of the workday. This certificate alone does not warrant that the bearer has displayed the posters correctly.

This certificate is valid at the following location:
Danny's Auto Painting & Body
5885 N Paramount Blvd
Long Beach, CA 90805-3707

This certificate is valid for one year from the certification date listed above, provided your labor law posting requirements remain unchanged. If requirements do change, Personnel Concepts will notify you of updates needed to remain in compliance. If updates are purchased, this guarantee will continue to remain in force for one full year from the certificate date specified above.



THIS CERTIFICATE IS AWARDED TO
Danny Jones, Sr.

for successfully completing a training program in
advanced computer-assisted auto collision estimating

UltraMate Estimating Systems



President, MPX Integration

[Signature]

Director, Training

[Signature]

Customer Training Representative

[Signature]

Date



Vertical text or markings on the left side of the page.

Vertical text or markings in the upper middle section of the page.

Large, stylized vertical text or markings in the center of the page.

Vertical text or markings in the lower middle section of the page.

Vertical text or markings in the lower middle section of the page.

Vertical text or markings in the lower middle section of the page.

Vertical text or markings in the lower middle section of the page.

Vertical text or markings in the lower middle section of the page.

Vertical text or markings in the lower right section of the page.

Vertical text or markings in the lower right section of the page.

Vertical text or markings at the bottom of the page.




THIS CERTIFICATE IS AWARDED TO

Danny Jones

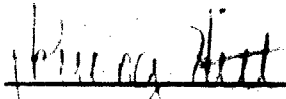
for successfully completing a training program in
advanced computer-assisted auto collision estimating

UltraMate Estimating Systems





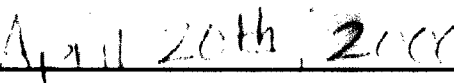
President, MPX Integration



Director, Training



Customer Training Representative



Date



Mitchell International

THIS CERTIFICATE IS AWARDED TO

Danny Lee Jones 99

for successfully completing a training program in
advanced computer-assisted auto collision estimating

A handwritten signature in black ink, appearing to read "L. Jones", written over a horizontal line.

President, Mitchell International

A handwritten signature in black ink, appearing to read "Tracy Bacht", written over a horizontal line.

Director, Training

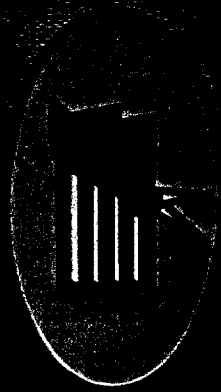


A handwritten signature in black ink, appearing to read "Stuart McCray", written over a horizontal line.

Customer Training Representative

A handwritten date in black ink, "March 3 1993", written over a horizontal line.

Date



10/11

WILLIAMSON COUNTY, TENNESSEE

AWARDED TO

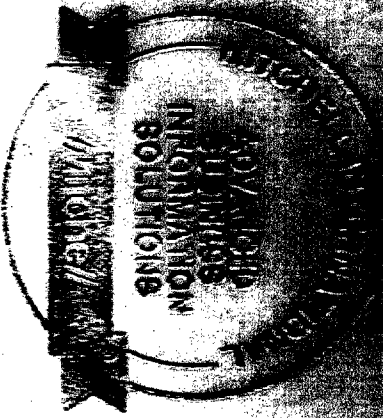
CONSTRUCTION

winning

President, Mitchell Instrumental

Richard Mitchell

Frank Burt



Customer Training Representative

Victoria Brown

Date

November 1994

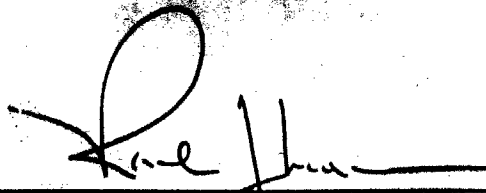
Mitchell®

Mitchell International

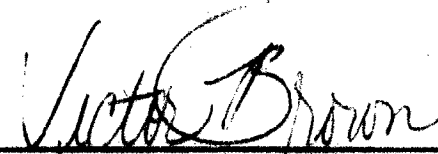
THIS CERTIFICATE IS AWARDED TO

Phyllis Jones

for successfully completing a training program in
advanced computer-assisted auto collision estimating



President, Mitchell International



Customer Training Representative



Director, Training

November 1994

Date

Continental Completion

RES

THE PART COURSE

DECEMBER 1998

The Sherwin Williams Company Automotive Finishes Division

This Certifies That

Mike A. DOMINOVIC

Has Completed
A Factory Branch Paint School In The
Following Area Of Finishes:

- | | |
|---|--|
| <input type="checkbox"/> Acrylic Lacquer System | <input type="checkbox"/> UltraBase 7™ |
| <input type="checkbox"/> Acrylyd® Acrylic Enamel System | <input type="checkbox"/> BC/CC System |
| <input type="checkbox"/> Acrylyd Plus™ Polyurethane Enamel System | <input checked="" type="checkbox"/> <u>16664.0</u> |
| <input type="checkbox"/> Sunfire® 421 Urethane System | <input type="checkbox"/> _____ |

E. Lopez
INSTRUCTOR

Don [Signature]
BRANCH MANAGER

7/8/94
DATE

7/8/94
DATE

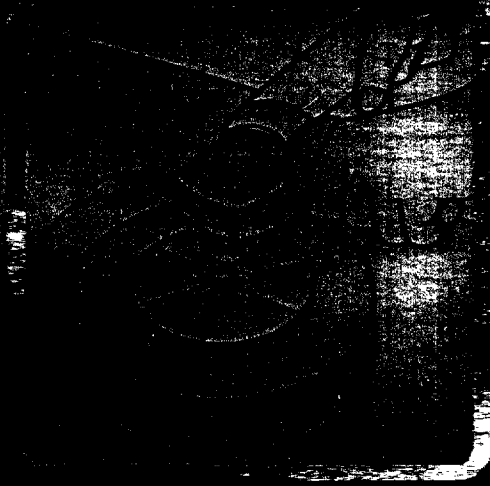
I-CAR

Certificate of Completion

JESUS G. TORRES

HAS SUCCESSFULLY COMPLETED THE PART-COURSE

TRAINING

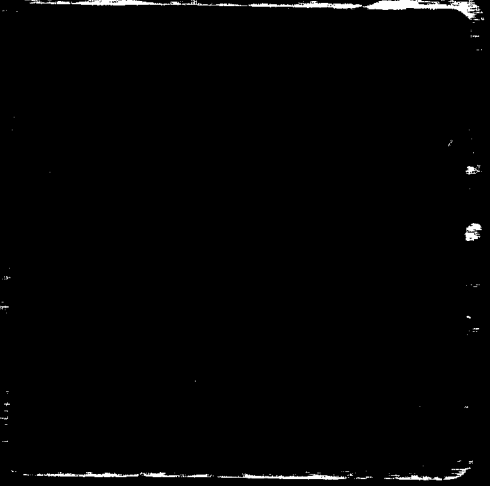


EXECUTIVE VICE PRESIDENT

International Association of Auto Collision Repair

FEBRUARY 1997

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT



[Handwritten signature]

Completion

DEPT. OF COMMERCE

William J. Miller

William J. Miller

VICE PRESIDENT

AUGUST 1996

ICAR

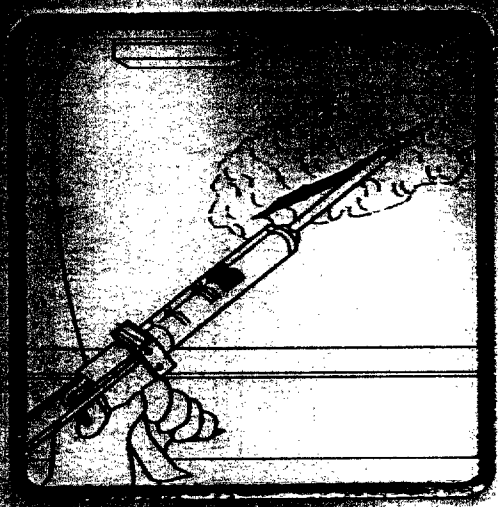
Certificate of Completion

This certifies that

JEFFREY NICHOLS

has successfully completed the three day course

PLASTIC REPAIR



Bill Wicklund

CHAIRMAN

J.M. Mack

EXECUTIVE VICE-PRESIDENT

The Inter-Industry Conference on Auto Collision Repair

JUNE 1996

I-CAR

Certificate of Completion

JEFFREY W. ...
...
...
...

[Signature]
EXECUTIVE VICE-PRESIDENT

... Collision Repair

AUGUST 1996

I-CAR

Certificate of Completion



EXECUTIVE VICE-PRESIDENT

Executive Conference on Auto Collision Repair

APRIL 1997