

BID NUMBER PA-00905 - REBID
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
FURNISH AND DELIVER
SAFETY FOOTWEAR

CONTRACT NO. 29020

- 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: Santa Ana, CA ON THE 27 DAY OF January, 20 05
CITY STATE MONTH

COMPANY NAME: Industrial Shoe Company TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1421 E. First St CITY: Santa Ana STATE: CA ZIP: 92701

PHONE: 714-796-1976 FAX: 714-796-1975

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

Charles Cummings indshoes@aol.com
(PRINT NAME) (EMAIL ADDRESS)

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

Pam Cummings indshoes@aol.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH
BY [Signature] 2/8/05
Director of Financial Management Date

APPROVED AS TO FORM 2/3, 20 05
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Senior Deputy

BID NUMBER PA-00905

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

The following information is submitted regarding the bidder:

Legal Form of Bidder:
Corporation State of CA
Partnership _____ State of _____
 General Limited
Joint Venture
Individual _____ DBA _____
Limited Liability Company _____ State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one):
Black _____ Asian _____ Other Non-white _____
Hispanic _____ American Indian _____ Caucasian
Non-ethnic Factors of Ownership (check all that apply):
Male Yes - Physically Challenged _____ Under 65
Female No - Physically Challenged Over 65 _____
Is the firm certified as a Disadvantaged Business: Yes _____ No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
Yes _____ No
Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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

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.

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.

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.

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

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

Please visit <http://www.longbeach.gov/diversity> 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: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

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.

SUBMIT TO:

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

BID DUE DATE: Tuesday, January 18, 2005

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

Karie Bash (562) 570-6200
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

Michael Allo (562) 570-6476
DEPARTMENT CONTACT TELEPHONE NUMBER

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.)

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.

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 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's fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective

CONTRACT – GENERAL CONDITIONS

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.
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

CONTRACT - GENERAL CONDITIONS

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 Eugene Fong at 562-570-5023 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.

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.

CONTRACT – GENERAL CONDITIONS

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.

SPECIFICATIONS SECTION
SUPPLEMENTAL CONDITIONS

ADDENDUM

Bidders shall check the purchasing web page at www.lbpurchasing.org or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid.

CONTRACT PERIOD

Twelve months after date of award or after 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 year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, 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. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

No price increases will be allowed during the twelve-month contract period.

FUTURE AMENDMENTS

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

BASIS OF AWARD OF CONTRACT

The City reserves the right to award portions of this bid to one or more Contractors.

Without limiting the power and authority with which it is vested, the City shall be the sole authority on 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.

Quantities will not be considered in making this award. The award will be based on the unit prices given.

SPECIFICATIONS SECTION

SUPPLEMENTAL CONDITIONS (continued)

BOND PROVISIONS

N/A

SUPPLEMENTAL INFORMATION

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar products. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.
2. **Work History:** In addition to Client References, list all contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers of the awarding body in each instance.
3. **Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.
4. **Safety Footwear Location:** Contractor shall provide address of distribution center (See page 12).
5. **Illustrative and Technical Data:** Contractor shall submit illustrative and technical data on items to be furnished. **FAILURE TO PROVIDE SUCH DATA MAY DISQUALIFY BID.**
6. **Compliance:** Contractor shall indicate compliance with safety requirements and specifications (See pgs. 17-18).

LICENSE

Bidder must have City of Long Beach Business License and must obtain all required permits.

Long Beach Business License Number: _____

*Required upon notification of award.

Signature: _____

Charles Cummings

SPECIFICATIONS SECTION

SCOPE OF SERVICE (Furnish and Deliver Safety Footwear)

In order to comply with Title 8, California Code of Regulations, Section 3385, Foot Protection, the City of Long Beach is seeking a supplier of safety footwear with whom to enter a contract. Contractor shall provide safety footwear, on an "as needed" basis, to various City departments in accordance with the specifications in Bid Section.

All items listed in Bid Section shall be delivered and fitted on an "as needed basis", by a written request from authorized personnel of the City of Long Beach. The City does not guarantee that all items listed herein will be ordered during the contract period.

DELIVERY/SHIPPING

Contractor shall be available during normal business hours, Monday through Friday, for delivery and/or will call. During the term of the Contract, many purchases will be considered an emergency and, therefore, "Will Call" provisions and/or Overnight/Next Day Delivery must be provided by the Contractor.

What are your normal business hours? 8 a.m. - 5 p.m.

"Will Call" items shall be available for pick-up within four (4) hours after order.

Do you have these "Will Call" capabilities? YES x NO

Will you provide "Overnight" or "Next Day" delivery? YES x NO

Delivery shall be made within five (5) working days after receipt of verbal order for safety footwear normally stocked. For special order footwear, delivery shall be made within ten (10) working days.

Delivery shall include all delivery and unloading charges to the various Departments of the City. Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted.

SAFETY FOOTWEAR LOCATION

Contractor shall have a distribution center.

Address of the nearest Distribution Center or store:

313 W. Anaheim St.

Wilmington, CA 90744

SPECIFICATIONS SECTION

ADEQUATE STOCK

Contractor shall maintain adequate stock for timely deliveries and for emergency and fill-in orders, as needed by the City. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

MINIMUM ORDERS

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected.

ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function and quality required. If quoting an "equal" item, Bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission. Failure to provide supporting data may disqualify bid.

The phrase "or approved equal" means that the City Purchasing Agent or her designee shall make the determination, in her sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the vendor from its duty to meet the functional and performance requirements in the specifications so that the vendor may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, Bidders accept these risks and the liability associated with these risks, and waive all claims against the City for costs related to supplying replacements.

MISCELLANEOUS ITEMS

Miscellaneous items may be procured in an amount not to exceed \$500 per order. No additional items shall be purchased without the authorization of the City.

SPECIFICATIONS SECTION

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

PAYMENT FOR SERVICES

The Contractor shall submit original invoices to the City of Long Beach, Accounts Payable, 333 W. Ocean Blvd., 6th Floor, Long Beach, CA 90802, and one copy to the representative of the City Department making the purchase.

PURCHASING CARD

Will authorized City personnel be allowed to use the City of Long Beach Purchasing Card (commercial bank credit card) in lieu of Blanket Purchase Order (BPO) releases (Purchase Orders) if the City determines it to be more feasible?

YES NO

SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

SPECIFICATIONS SECTION

CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

SPECIFICATIONS SECTION

COMPLIANCE

	<u>Yes</u>	<u>No</u>
1. All safety footwear shall meet or exceed the requirements and specifications in the American National Standard Institute (ANSI) for personal protective footwear, ANSI Z41 1999.	<u> x </u>	<u> </u>
2. All safety footwear shall meet the standard as set forth in California Code of Regulations, Title 8, Section 3385, Foot Protection.	<u> x </u>	<u> </u>
3. All safety footwear shall have the following physical features:		
a. Steel-toe strength rating of ANSI Z41 PT99 I/75 C/75	<u> x </u>	<u> </u>
b. Steel or fiberglass shank	<u> x </u>	<u> </u>
c. Soles shall be non-marking	<u> x </u>	<u> </u>
d. Soles shall be resistant to oil, gas, heat, chemicals, metal chips, and abrasions.	<u> x </u>	<u> </u>
e. Soles shall offer a high degree of durability, traction and comfort.	<u> x </u>	<u> </u>
f. Non-separating soles from body of shoe.	<u> x </u>	<u> </u>
g. Electrical hazard (EH) protection (only on shoes worn for electrical hazard safety).	<u> x </u>	<u> </u>
4. All safety footwear shall be manufactured and constructed in the United States.	<u> x </u>	<u> </u>
5. All safety footwear size range for women and men shall be from 5 to 16, and widths from AA to EEEE.	<u> x </u>	<u>*see attachment</u>
6. Contractor is qualified to perform proper safety footwear sizing and fitting for normal and unevenly sized feet. Contractor shall ensure that City employees are satisfied with the fit of the safety footwear selected.	<u> x </u>	<u> </u>
7. Contractor shall provide resole and repair service. If resoling and repairs cannot be performed on the same day, such work shall be performed and footwear be returned within five (5) working days.	<u> x </u>	<u> </u>
8. Contractor has a mobile service facility. The mobile service facility shall provide on-site safety footwear selection, fitting and sizing on a quarterly basis to City Departments during normal business hours at no cost to the City.	<u> x </u>	<u> </u>

SPECIFICATIONS SECTION

COMPLIANCE (continued)

9. Contractor warrants all safety footwear against manufacturer's defects for a minimum of one hundred eighty (180) days after delivery. _____ x _____
10. Contractor maintains a computerized tracking system to provide to City a quarterly report containing, at a minimum, employee name, department/division, shoe description and style number for each purchase. The report shall be provided in hard copy and electronic file format (preferable spreadsheet). _____ x _____

BID SECTION

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

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

The City is not limited to the purchase of the following items. Items listed are a sample of what may be purchased most frequently. Preferred brand is Red Wing or Hy-Test.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
MEN'S		
1.	Oxford Work, one piece black cowhide; lined leather quarter, twill lined vamp; sweat resistant leather with arch lift insoles; cushion crepe wedge sole; steel toe. Make and Model quoting on <u>Thorogood 804-6103</u>	\$ <u>89.50</u>
2.	Work, 6" full grain leather; twill lined vamp cushion insole with arch lift; durable/multi-resistant sole; steel toe and padded collar. Make and Model quoting on <u>Work One 2601</u>	\$ <u>88.76</u>
3.	Athletic, high-top, black, soft full grain leather, Cambrelle or approved equal brushed lining; cushioned insole; slip resistant sole; steel toe. Make and Model quoting on <u>Work One 9502</u>	\$ <u>88.76</u>
4.	Work. 8" full leather, water repellent black; Cambrelle or approved equal vamp; cushion insole arch lift; durable/all-around welt construction sole; Ballistic nylon or approved equal scuff proof toe and heel counter; steel toe. Make and Model quoting on <u>Double Tuff 6222</u>	\$ <u>116.00</u>

BID SECTION

SUMMARY OF BID ITEMS (Cont.)

Contractor shall furnish additional safety footwear and miscellaneous items as listed in current manufacturer's catalogs and/or price lists.

State percentage discount given to the City: 26 %

Price List No. ~~2004 Suggested Retail~~ Dated 12/04

Applicable Price Column: _____ (enclose copy)

DELIVERY: 1 days after receipt of order (if time shown is more than five (5) working days after receipt of order, the bid may be rejected).

DELIVERY: 1 days after receipt of order (if time shown is more than ten (10) working days after receipt of order for "special order" items, the bid may be rejected).

PAYMENT TERMS: NET 30

WARRANTY: Manufacturer's Defects and Workmanship 180 days (minimum of one hundred eighty (180) days after delivery).

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

RE: BID NUMBER PA – 00905 - REBID

BID A

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In-Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Industrial Shoe has submitted two separate bids for the City of Long Beach.

We have done so because we were uncertain of the weight being placed on the various specifications, specifically #4 requiring all the footwear to be manufactured in the United States.

Our bid noted "A" is composed of all American made, Union made footwear.

Our bid noted "B" is composed of quality footwear which is either "assembled in the USA" or made offshore which, in turn, allows them to sell for less.

We are confident that the footwear bid in either of the bids would fulfill the requirements for the City of Long Beach.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Attachment 1

We have marked Specification Number 5 with an asterisk because no footwear is made 5-16 in widths AA to EEEE... certainly shoes are made from 5-16 and there are widths AA to EEEE but there is no shoes made in a women's 16EEEE nor is there a men's shoes made in a 5AA.

We are certain that the intent here is to have a variety of sizes available and the footwear we have bid covers that concern.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Industrial Shoe would like to address the "Basis of Award" specification on page 8 of the RFQ.

Industrial Shoe has been providing quality safety footwear service to Southern California workers since 1959. We offer as references the Boeing Company, City of Inglewood, Alfex Corp., Conoco-Phillips, and the Metropolitan Water District.

We operate 6 tractor-trailer shoemobiles, nearly twice the size of our competition, and operate 5 stores in Southern California. Our stores and shoemobiles are stocked out of our 18,000 square foot corporate warehouse in Santa Ana.

We are the exclusive distributor of Hy-Test safety shoes as well as the Work One Network and the occupational line of Florsheim. We also carry Dr. Martens, Wolverine, Caterpillars, Carolina, Harley Davidson, Skechers and Redwing. Our diverse product line allows city employees to find and wear a style they like.

Our shoemobile salesmen and store managers average over 15 years of experience and all have been trained by the National Shoe Retailers Association to properly fit footwear. Expertise in fitting is a crucial part of a successful footwear program.

We have demonstrated the ability to adapt to our customers' wants and needs over the years. We have been in constant contact with the cities safety department as well as safety coordinators at various city yards. We also participate in the cities Health & Wellness Fair and use this opportunity to get feedback and advice from city workers. This information and feedback from safety coordinators allows Industrial Shoe Co. to make positive adjustments to better serve the City of Long Beach.

Our local store in Wilmington (313 W. Anaheim St.) has become a large provider of footwear to city employees. This convenient location, along with our shoemobiles makes it easier and limits the time it takes to procure safety footwear.

Considering our product, personnel and capabilities, we feel that Industrial Shoe Co. is best suited to be the safety shoe provider for the City of Long Beach.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Supplemental Information**

1) Client References

1. The Boeing Company (El Segundo Location)*

P.O. Box 92919
M/S W/S24/D565
Los Angeles, CA 90009
Contact: John Gerard
Phone #: 310-416-5623

*We service all Boeing facilities (12 sites) in Southern California. El Segundo is one of the larger facilities that purchases safety footwear. (All site contact information upon request).

2. City of Inglewood

One Manchester Blvd.
Inglewood, CA 90301
Contact: Randy Abrahm
Phone #: 310-412-5308

3. Alflex Corp.

2630 E. El Presidio St.
Long Beach, CA 90810
Contact: Jose Gonzalez
Phone #: 310-886-8300

4. Conoco-Phillips (2 locations)

P.O. Box 758
Wilmington, CA 90748
Contact: Les Gutierrez
Phone #: 310-522-7841

1520 E. Sepulveda
Carson, CA 90749

5. Metropolitan Water District (10 locations)

P.O. Box 54153
Los Angeles, CA 90054-0153
Contact: David Phillips
Phone #: 951-926-1501 ext. 55805

**More references available upon request.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

2) Work History/ Cancelled Contacts

A. 3/M

- National contract with the Hy-Test safety footwear network, of which we are part of, was not renewed in 2003. Based on our performance in the past, several 3/M locations continue to use Industrial Shoe Co. even though we do not have a contract.
- Purchasing Dept.
St. Paul, MN
651-737-9600

B. Watson Labs

- Watson decided to use another footwear company that had a local store in Corona. This contract was not renewed with us in late 2003. Our understanding is that we will be Watson's footwear provider, again starting in February 2005.
- Contact: Jennifer Melvin
311 Bonnie Circle
Corona, CA 92878
Phone #: 909-493-5070

3) Contact Information

City representatives can contact any of the following persons, 24 hours a day, 7 days a week.

- Richard Flood – General Manager
Work: 714-796-1976
Cell/ Voicemail: 714-920-2140
Home: 714-952-8514
 - Charles Cummings – Owner/ President
Work: 714-796-1976
Cell/ Voicemail: 714-920-0250
Home: 949-459-7709
 - Don Woosley – Operations Manager
Work: 714-796-1976
Cell/ Voicemail: 714-920-2044
Home: 562-598-6960
- Any of these individuals can make decisions on behalf of Industrial Shoe Company.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

4) Safety Footwear Location:

Industrial Shoe Company has a retail store at 313 W. Anaheim St., Wilmington, CA 90744. This would be the closest store to the city (see page 12). Industrial Shoe Co. also has stores in Huntington Park, Santa Ana and Industry. Industrial Shoe Company has 6 shoemobiles, shoe stores on wheels, for conveniently scheduled on site visits.

5) Illustrative and Technical Data:

Catalogs with data are enclosed.

6) Compliance:

Compliance item #5, see attachment.

BID NUMBER PA-00905 - REBID
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
FURNISH AND DELIVER
SAFETY FOOTWEAR

CONTRACT NO. _____

- 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: Santa Ana, CA ON THE 17th DAY OF January, 2005
CITY STATE MONTH

COMPANY NAME: Industrial Shoe Company TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1421 E. First St. CITY: Santa Ana STATE: CA ZIP: 92701

PHONE: 714-796-1976 FAX: 714-796-1975

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

Charles Cummings indshoes@aol.com
(PRINT NAME) (EMAIL ADDRESS)

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

Pam Cummings indshoes@aol.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

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

2/3/05
Date

APPROVED AS TO FORM 2/3, 2005
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Senior Deputy

BID NUMBER PA-00905

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

The following information is submitted regarding the bidder:

Legal Form of Bidder:
 Corporation State of CA
 Partnership State of _____
 General Limited
 Joint Venture
 Individual DBA _____
 Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
 Ethnic (Check one):
 Black Asian Other Non-white
 Hispanic American Indian Caucasian
 Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
 Is the firm certified as a Disadvantaged Business: Yes No
 Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
 Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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
- _____
- 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: Tuesday, January 18, 2005
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)

Karie Bash (562) 570-6200
BUYER TELEPHONE NUMBER

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

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

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

Michael Alio (562) 570-6476
DEPARTMENT CONTACT TELEPHONE NUMBER

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

16. BID OPENING PROCEDURES:

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

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.

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.

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

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.

Company Name: _____

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.

Address: _____

Commodity/Service Provided: _____

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.

Circle appropriate designation: MBE WBE

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

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.~~

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 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.
12. All royalties for patents, or charges 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

CONTRACT – GENERAL CONDITIONS

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.
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 totalling 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

CONTRACT – GENERAL CONDITIONS

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 Eugene Fong at 562-570-5023 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.
- 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.

CONTRACT – GENERAL CONDITIONS

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.

SPECIFICATIONS SECTION
SUPPLEMENTAL CONDITIONS

ADDENDUM

Bidders shall check the purchasing web page at www.lbpurchasing.org or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid.

CONTRACT PERIOD

Twelve months after date of award or after 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 year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, 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. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

No price increases will be allowed during the twelve-month contract period.

FUTURE AMENDMENTS

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

BASIS OF AWARD OF CONTRACT

The City reserves the right to award portions of this bid to one or more Contractors.

Without limiting the power and authority with which it is vested, the City shall be the sole authority on 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.

Quantities will not be considered in making this award. The award will be based on the unit prices given.

SPECIFICATIONS SECTION

SUPPLEMENTAL CONDITIONS (continued)

BOND PROVISIONS

N/A

SUPPLEMENTAL INFORMATION

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar products. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.
2. **Work History:** In addition to Client References, list all contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers of the awarding body in each instance.
3. **Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.
4. **Safety Footwear Location:** Contractor shall provide address of distribution center (See page 12).
5. **Illustrative and Technical Data:** Contractor shall submit illustrative and technical data on items to be furnished. **FAILURE TO PROVIDE SUCH DATA MAY DISQUALIFY BID.**
6. **Compliance:** Contractor shall indicate compliance with safety requirements and specifications (See pgs. 17-18).

LICENSE

Bidder must have City of Long Beach Business License and must obtain all required permits.

Long Beach Business License Number: _____

*Required upon notification of award.

Signature: _____

Charles Cummings

SPECIFICATIONS SECTION

SCOPE OF SERVICE (Furnish and Deliver Safety Footwear)

In order to comply with Title 8, California Code of Regulations, Section 3385, Foot Protection, the City of Long Beach is seeking a supplier of safety footwear with whom to enter a contract. Contractor shall provide safety footwear, on an "as needed" basis, to various City departments in accordance with the specifications in Bid Section.

All items listed in Bid Section shall be delivered and fitted on an "as needed basis", by a written request from authorized personnel of the City of Long Beach. The City does not guarantee that all items listed herein will be ordered during the contract period.

DELIVERY/SHIPPING

Contractor shall be available during normal business hours, Monday through Friday, for delivery and/or will call. During the term of the Contract, many purchases will be considered an emergency and, therefore, "Will Call" provisions and/or Overnight/Next Day Delivery must be provided by the Contractor.

What are your normal business hours? 8 a.m. - 5 p.m.

"Will Call" items shall be available for pick-up within four (4) hours after order.

Do you have these "Will Call" capabilities? YES x NO _____

Will you provide "Overnight" or "Next Day" delivery? YES x NO _____

Delivery shall be made within five (5) working days after receipt of verbal order for safety footwear normally stocked. For special order footwear, delivery shall be made within ten (10) working days.

Delivery shall include all delivery and unloading charges to the various Departments of the City. Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted.

SAFETY FOOTWEAR LOCATION

Contractor shall have a distribution center.

Address of the nearest Distribution Center or store:

313 W. Anaheim St.
Wilmington, CA 90744

SPECIFICATIONS SECTION

ADEQUATE STOCK

Contractor shall maintain adequate stock for timely deliveries and for emergency and fill-in orders, as needed by the City. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

MINIMUM ORDERS

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected.

ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function and quality required. If quoting an "equal" item, Bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission. Failure to provide supporting data may disqualify bid.

The phrase "or approved equal" means that the City Purchasing Agent or her designee shall make the determination, in her sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the vendor from its duty to meet the functional and performance requirements in the specifications so that the vendor may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, Bidders accept these risks and the liability associated with these risks, and waive all claims against the City for costs related to supplying replacements.

MISCELLANEOUS ITEMS

Miscellaneous items may be procured in an amount not to exceed \$500 per order. No additional items shall be purchased without the authorization of the City.

SPECIFICATIONS SECTION

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

PAYMENT FOR SERVICES

The Contractor shall submit original invoices to the City of Long Beach, Accounts Payable, 333 W. Ocean Blvd., 6th Floor, Long Beach, CA 90802, and one copy to the representative of the City Department making the purchase.

PURCHASING CARD

Will authorized City personnel be allowed to use the City of Long Beach Purchasing Card (commercial bank credit card) in lieu of Blanket Purchase Order (BPO) releases (Purchase Orders) if the City determines it to be more feasible?

YES NO

SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

SPECIFICATIONS SECTION

CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

SPECIFICATIONS SECTION

COMPLIANCE

- | | <u>Yes</u> | <u>No</u> |
|--|---------------|------------------------|
| 1. All safety footwear shall meet or exceed the requirements and specifications in the American National Standard Institute (ANSI) for personal protective footwear, ANSI Z41 1999. | <u> x </u> | <u> </u> |
| 2. All safety footwear shall meet the standard as set forth in California Code of Regulations, Title 8, Section 3385, Foot Protection. | <u> x </u> | <u> </u> |
| 3. All safety footwear shall have the following physical features: | | |
| a. Steel-toe strength rating of ANSI Z41 PT99 I/75 C/75 | <u> x </u> | <u> </u> |
| b. Steel or fiberglass shank | <u> x </u> | <u> </u> |
| c. Soles shall be non-marking | <u> x </u> | <u> </u> |
| d. Soles shall be resistant to oil, gas, heat, chemicals, metal chips, and abrasions. | <u> x </u> | <u> </u> |
| e. Soles shall offer a high degree of durability, traction and comfort. | <u> x </u> | <u> </u> |
| f. Non-separating soles from body of shoe. | <u> x </u> | <u> </u> |
| g. Electrical hazard (EH) protection (only on shoes worn for electrical hazard safety). | <u> x </u> | <u> </u> |
| 4. All safety footwear shall be manufactured and constructed in the United States. | <u> </u> | <u> x </u> |
| 5. All safety footwear size range for women and men shall be from 5 to 16, and widths from AA to EEEE. | <u> x </u> | <u>*see attachment</u> |
| 6. Contractor is qualified to perform proper safety footwear sizing and fitting for normal and unevenly sized feet. Contractor shall ensure that City employees are satisfied with the fit of the safety footwear selected. | <u> x </u> | <u> </u> |
| 7. Contractor shall provide resole and repair service. If resoling and repairs cannot be performed on the same day, such work shall be performed and footwear be returned within five (5) working days. | <u> x </u> | <u> </u> |
| 8. Contractor has a mobile service facility. The mobile service facility shall provide on-site safety footwear selection, fitting and sizing on a quarterly basis to City Departments during normal business hours at no cost to the City. | <u> </u> | <u> </u> |

 x

SPECIFICATIONS SECTION

COMPLIANCE (continued)

- 9. Contractor warrants all safety footwear against manufacturer's defects for a minimum of one hundred eighty (180) days after delivery. x _____

- 10. Contractor maintains a computerized tracking system to provide to City a quarterly report containing, at a minimum, employee name, department/division, shoe description and style number for each purchase. The report shall be provided in hard copy and electronic file format (preferable spreadsheet). x _____

BID SECTION

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

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

The City is not limited to the purchase of the following items. Items listed are a sample of what may be purchased most frequently. Preferred brand is Red Wing or Hy-Test.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
MEN'S		
1.	Oxford Work, one piece black cowhide; lined leather quarter, twill lined vamp; sweat resistant leather with arch lift insoles; cushion crepe wedge sole; steel toe. Make and Model quoting on <u>Hy-Test 50200</u>	\$ <u>41.81</u>
2.	Work, 6" full grain leather; twill lined vamp cushion insole with arch lift; durable/multi-resistant sole; steel toe and padded collar. Make and Model quoting on <u>Hy-Test 53045</u>	\$ <u>45.84</u>
3.	Athletic, high-top, black, soft full grain leather, Cambrelle or approved equal brushed lining; cushioned insole; slip resistant sole; steel toe. Make and Model quoting on <u>Peppergate 3716</u>	\$ <u>29.95</u>
4.	Work. 8" full leather, water repellent black; Cambrelle or approved equal vamp; cushion insole arch lift; durable/all-around welt construction sole; Ballistic nylon or approved equal scuff proof toe and heel counter; steel toe. Make and Model quoting on <u>Hy-Test 14180</u>	\$ <u>58.83</u>

BID SECTION

SUMMARY OF BID ITEMS (Cont.)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
5.	Work, Pull-On 12" black polishable full grain cowhide; vamp lining; durable insole with arch lift; oil resistant sole and heel; steel toe. Make and Model quoting on <u>Hy-Test 55045</u>	\$ <u>55.87</u>

WOMEN'S

6.	Work, 6" full grain, oil tanned, water repellent leather; vamp lining; durable insole with arch lift; durable/multi-resistant sole. Make and Model quoting on <u>Skechers 2930</u>	\$ <u>36.95</u>
7.	Oxford Work, black, full grain, supple cowhide leather; Cambrelle or approved equal lining; cushion insole with arch lift; durable/multi-resistant sole; steel toe. Make and Model quoting on <u>Skechers 2929</u>	\$ <u>34.00</u>

RESOLE/REPAIR

8.	State cost per pair to resole Men's and/or Women's safety footwear. Resole cost shall include heels. Make and Model quoting on <u>53045</u>	\$ <u>29.00</u>
----	--	-----------------

OVERNIGHT/NEXT DAY DELIVERY CHARGE

9.	State cost for overnight/next day delivery.	\$ <u>0</u>
----	---	-------------

BID SECTION

SUMMARY OF BID ITEMS (Cont.)

Contractor shall furnish additional safety footwear and miscellaneous items as listed in current manufacturer's catalogs and/or price lists.

State percentage discount given to the City: 26 %

Price List No. 2004 Suggested Retail Dated 12/04

Applicable Price Column: _____ (enclose copy)

DELIVERY: 1 days after receipt of order (if time shown is more than five (5) working days after receipt of order, the bid may be rejected).

DELIVERY: 1 days after receipt of order (if time shown is more than ten (10) working days after receipt of order for "special order" items, the bid may be rejected).

PAYMENT TERMS: Net 30

WARRANTY: Manufacturer's Defects and Workmanship 180 days (minimum of one hundred eighty (180) days after delivery).

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

RE: BID NUMBER PA – 00905 - REBID

BID B

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Industrial Shoe has submitted two separate bids for the City of Long Beach.

We have done so because we were uncertain of the weight being placed on the various specifications, specifically #4 requiring all the footwear to be manufactured in the United States.

Our bid noted "A" is composed of all American made, Union made footwear.

Our bid noted "B" is composed of quality footwear which is either "assembled in the USA" or made offshore which, in turn, allows them to sell for less.

We are confident that the footwear bid in either of the bids would fulfill the requirements for the City of Long Beach.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Attachment 1

We have marked Specification Number 5 with an asterisk because no footwear is made 5-16 in widths AA to EEEE... certainly shoes are made from 5-16 and there are widths AA to EEEE but there is no shoes made in a women's 16EEEE nor is there a men's shoes made in a 5AA.

We are certain that the intent here is to have a variety of sizes available and the footwear we have bid covers that concern.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Industrial Shoe would like to address the "Basis of Award" specification on page 8 of the RFQ.

Industrial Shoe has been providing quality safety footwear service to Southern California workers since 1959. We offer as references the Boeing Company, City of Inglewood, Alflex Corp., Conoco-Phillips, and the Metropolitan Water District.

We operate 6 tractor-trailer shoemobiles, nearly twice the size of our competition, and operate 5 stores in Southern California. Our stores and shoemobiles are stocked out of our 18,000 square foot corporate warehouse in Santa Ana.

We are the exclusive distributor of Hy-Test safety shoes as well as the Work One Network and the occupational line of Florsheim. We also carry Dr. Martens, Wolverine, Caterpillars, Carolina, Harley Davidson, Skechers and Redwing. Our diverse product line allows city employees to find and wear a style they like.

Our shoemobile salesmen and store managers average over 15 years of experience and all have been trained by the National Shoe Retailers Association to properly fit footwear. Expertise in fitting is a crucial part of a successful footwear program.

We have demonstrated the ability to adapt to our customers' wants and needs over the years. We have been in constant contact with the cities safety department as well as safety coordinators at various city yards. We also participate in the cities Health & Wellness Fair and use this opportunity to get feedback and advice from city workers. This information and feedback from safety coordinators allows Industrial Shoe Co. to make positive adjustments to better serve the City of Long Beach.

Our local store in Wilmington (313 W. Anaheim St.) has become a large provider of footwear to city employees. This convenient location, along with our shoemobiles makes it easier and limits the time it takes to procure safety footwear.

Considering our product, personnel and capabilities, we feel that Industrial Shoe Co. is best suited to be the safety shoe provider for the City of Long Beach.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

Supplemental Information**

1) Client References

1. The Boeing Company (El Segundo Location)*

P.O. Box 92919
M/S W/S24/D565
Los Angeles, CA 90009
Contact: John Gerard
Phone #: 310-416-5623

*We service all Boeing facilities (12 sites) in Southern California. El Segundo is one of the larger facilities that purchases safety footwear. (All site contact information upon request).

2. City of Inglewood

One Manchester Blvd.
Inglewood, CA 90301
Contact: Randy Abraham
Phone #: 310-412-5308

3. Alfex Corp.

2630 E. El Presidio St.
Long Beach, CA 90810
Contact: Jose Gonzalez
Phone #: 310-886-8300

4. Conoco-Phillips (2 locations)

P.O. Box 758
Wilmington, CA 90748
Contact: Les Gutierrez
Phone #: 310-522-7841

1520 E. Sepulveda
Carson, CA 90749

5. Metropolitan Water District (10 locations)

P.O. Box 54153
Los Angeles, CA 90054-0153
Contact: David Phillips
Phone #: 951-926-1501 ext. 55805

**More references available upon request.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

2) Work History/ Cancelled Contacts

A. 3/M

- National contract with the Hy-Test safety footwear network, of which we are part of, was not renewed in 2003. Based on our performance in the past, several 3/M locations continue to use Industrial Shoe Co. even though we do not have a contract.
- Purchasing Dept.
St. Paul, MN
651-737-9600

B. Watson Labs

- Watson decided to use another footwear company that had a local store in Corona. This contract was not renewed with us in late 2003. Our understanding is that we will be Watson's footwear provider, again starting in February 2005.
- Contact: Jennifer Melvin
311 Bonnie Circle
Corona, CA 92878
Phone #: 909-493-5070

3) Contact Information

City representatives can contact any of the following persons, 24 hours a day, 7 days a week.

- Richard Flood – General Manager
Work: 714-796-1976
Cell/ Voicemail: 714-920-2140
Home: 714-952-8514
 - Charles Cummings – Owner/ President
Work: 714-796-1976
Cell/ Voicemail: 714-920-0250
Home: 949-459-7709
 - Don Woosley – Operations Manager
Work: 714-796-1976
Cell/ Voicemail: 714-920-2044
Home: 562-598-6960
- Any of these individuals can make decisions on behalf of Industrial Shoe Company.

Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

Shoemobile • Retail • Direct Mail • In Plant Store

Mobile Units For In-Plant Service With 70 Styles To Choose From

Telephone (888) 746-3967

4) Safety Footwear Location:

Industrial Shoe Company has a retail store at 313 W. Anaheim St., Wilmington, CA 90744. This would be the closest store to the city (see page 12). Industrial Shoe Co. also has stores in Huntington Park, Santa Ana and Industry. Industrial Shoe Company has 6 shoemobiles, shoe stores on wheels, for conveniently scheduled on site visits.

5) Illustrative and Technical Data:

Catalogs with data are enclosed.

6) Compliance:

Compliance item #5, see attachment.

INDUSTRIAL SHOE CO.

"America's Leader in Occupational Footwear"

Corporate Office/Store: 1421 E. 1st St., Santa Ana, CA 92701 (714) 796-1976 FAX (714) 796-1975
 Branch Stores: 2424 E. Slauson, Huntington Park CA 90255 (323) 587-0293 FAX (323) 587-5706
 21330 E. Valley Blvd, Walnut, CA 91789 (909) 594-1203 FAX (909) 468-0068
 7933 Clairemont Mesa Blvd., San Diego, CA 92111 (858) 277-9060 FAX (858) 277-9099
 313 W. Anaheim St., Wilmington, CA 90744 (310) 549-6469 FAX (310) 549-8947
 Web Address: www.industrialshoecompany.com
 E-mail Address: INDSHOES@AOL.COM

Industrial Shoe of Arizona

District Office/Store: 2295 S. Hardy Dr., Suite G, Tempe, AZ 85282 (480) 968-7601 FAX (480) 968-0248
 Branch Store: 3392 E. 22nd St., Tucson, AZ 85713 (520) 795-4600 FAX (520) 795-1291

Shoeworks of Nevada

Branch Store: 3620 W. Sahara Ave., W-8, Las Vegas, NV 89102 (702) 221-2787 FAX (702) 227-5988

GUARDSMAN & FOOHOLDS

50036	\$89.95	53045	\$61.95	62010	\$89.95	66020	\$69.95	66200	\$67.50
50200	\$56.50	53055	\$94.95	62020	\$55.50	66025	\$75.95	66205	\$69.95
52000	\$74.95	54000	\$56.95	66005	\$57.95	66045	\$55.50	66215	\$69.95
52035	\$55.95	54005	\$57.95	66006	\$57.95	66050	\$59.95	68010	\$59.95
52036	\$89.95	55405	\$75.50	66010	\$84.95	66055	\$59.95	68011	\$54.95
53005	\$79.95	57205	\$79.95	66019	\$71.95	66066	\$55.50	68035	\$54.95
								68040	\$69.95

HYTEST 2004

00015	\$110.95	08775	\$231.95	11140	\$114.95	14096	\$114.95	24126	\$223.95
00102	\$166.95	08776	\$231.95	11150	\$154.95	14130	\$189.95	24127	\$210.95
00103	\$167.95	08777	\$231.95	12002	\$154.95	14131	\$189.95	24140	\$195.95
00228	\$189.95	08779	\$231.95	12008	\$139.95	14136	\$203.95	24142	\$195.95
00507	\$147.95	08891	\$210.95	12042	\$147.95	14180	\$110.95	25026	\$254.95
00510	\$147.95	08892	\$246.95	12043	\$147.95	15000	\$167.95	25140	\$195.95
00514	\$110.95	08971	\$223.95	12045	\$147.95	15001	\$167.95	25141	\$195.95
00570	\$195.95	08972	\$223.95	12046	\$162.95	17028	\$110.95	26200	\$207.95
00660	\$238.95	10023	\$110.95	12090	\$154.95	17046	\$110.95	27140	\$182.95
00684	\$251.95	10035	\$147.95	12092	\$154.95	17140	\$147.95	27142	\$182.95
00818	\$175.95	10036	\$147.95	12100	\$154.95	17141	\$147.95	27221	\$238.95
03000	\$155.95	10041	\$139.95	12101	\$154.95	17150	\$147.95	27300	\$223.95
03010	\$189.95	10126	\$147.95	12131	\$162.95	17151	\$147.95	30040	\$167.95
04000	\$167.95	10140	\$147.95	12138	\$114.95	17245	\$114.95	30046	\$167.95
04005	\$175.95	10141	\$147.95	12165	\$139.95	20007	\$182.95	30065	\$175.95
04020	\$200.95	10150	\$147.95	12166	\$139.95	20015	\$182.95	30066	\$175.95
04025	\$200.95	10151	\$147.95	12171	\$126.95	20086	\$195.95	30201	\$175.95
04035	\$217.95	10300	\$126.95	12172	\$126.95	23010	\$245.95	30205	\$175.95
07000	\$110.95	11030	\$147.95	12301	\$126.95	23011	\$245.95	37023	\$167.95
07200	\$155.95	11032	\$147.95	13075	\$110.95	23075	\$217.95	37026	\$167.95
07705	\$175.95	11036	\$139.95	13076	\$110.95	23076	\$217.95	37030	\$110.95
07720	\$167.95	11040	\$126.95	13085	\$170.95	23085	\$210.95	37031	\$110.95
08120	\$210.95	11041	\$126.95	13125	\$161.95	23086	\$210.95	37200	\$175.95
08144	\$238.95	11052	\$133.95	13126	\$161.95	23140	\$189.95	37206	\$175.95
08171	\$251.95	11053	\$133.95	13136	\$195.95	23141	\$189.95		
08275	\$192.95	11070	\$154.95	13150	\$161.95	23142	\$189.95		
08300	\$259.95	11071	\$154.95	13151	\$161.95	24025	\$259.95		
08772	\$231.95	11081	\$126.95	13180	\$133.95	24026	\$259.95		
08773	\$231.95	11090	\$139.95	13181	\$133.95	24116	\$238.95		
08774	\$231.95	11092	\$139.95	14095	\$114.95	24122	\$210.95		