TO:

CITY OF LONG BEACH CITY MANAGER

CITY MANAGER ATTN: CITY CLERK





INVITATION TO BID

Safety Footwear

333 West Ocean Boulevard, Plaza Level Long Beach, California 90802

CONTRACT NO.

33535

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

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	ss: 1421 E. 15t					STATE: CA	ZIP:	9270
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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.

	TNESS WHEREOF the City of Long Beach has caused this contra	act to be executed as required by law as	APPROVED AS TO FORM
	date stated below.		CHARLES PARKIN , 2017.
THE C	ITY OF LONG BEACH	1/2/1/	CITY ATTORNEY
BY	Director of Financial Management	Date	Denuty

Rev 3.21.14

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

The following information is submitted regarding the Bidder:
Legal Form of Bidder: Corporation State of CA Partnership State of General Limited Joint Venture Individual DBA Limited Liability Company State of State of General State
Composition of Ownership (more than 51% of ownership of the organization): Ethnic (Check one): OPTIONAL
□ 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 <u>contracts</u> 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.

BID NUMBER ITB LB-14-077 REBID CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of	
On the of	
County of	
On Befor	e me, 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 prothis form.	ve valuable to persons relying on the document and could prevent fraudulent reattachment of
CAPACITY CLAIMED BY SIG	NER DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED GENERA TRUSTEE(S) GUARDIAN/CONSERVATOR	NUMBER OF PAGES
OTHER:	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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:	NIA	
Company Mame.	L C	

Address:					
Commodity/Se Circle appropr		Provided:esignation: MBE WBE			
Ethnic Factors Black Hispanic Asian	s of Ov () ()	vnership: (more than 51%) American Indian Other Non-white Caucasian	(()	
Certified by: Valid thru:	of part	icination: \$			

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

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

BID DUE DATE:	August 7, 2014	
TIME:	11:00 am	

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

ANNE TAKII	(562) 570-6362
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES	×	NO	

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

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT - GENERAL CONDITIONS

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

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the

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

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

- 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
- 29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
 Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE. As a condition precedent to the effectiveness of this Contract, Contractor shall shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

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

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

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

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

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

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

The provisions of this Section shall survive the expiration or termination of this contract.

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

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

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

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

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

1. CONTRACT OVERVIEW

The City of Long Beach is seeking a supplier for furnishing and delivering safety footwear on an as-needed basis. See **Attachment A** for full list of requested items.

Bidder shall furnish contract items as specified and shall not substitute a lesser quality of materials than was originally bid, or a different manufacturer, model or type, unless the approved equal has been authorized during the questions and answer period. See **Section 11** regarding submitting an alternate brand request. Manufacturer shall be *Red Wing* or approved equal.

2. BID TIMELINE (ALL TIMES LISTED ARE IN PACIFIC DAYLIGHT TIME (PDT)

Bid Release Date:	July 17, 2014
"Approved Equals" Requests and questions due to	
the City:	July 24, 2014 by 4:00 PM
Response from City to Bidder:	July 31 X, 2014 by 4:00 PM
Bids Due (no late bids will be accepted):	August 7, 2014 by 11:00 AM

3. CONTRACT PERIOD

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

4. BASIS OF AWARD

- 4.1 The City reserves the right to award portions of this bid to one or more Bidders.
- 4.2 Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible Bidder.
- 4.3 In case of error in extension of unit prices, unit price shall govern. In the case of a discrepancy between hard copy unit prices and an electronic media copy of unit prices, the hard copy shall govern.
- 4.4 Quantities will not be considered in making this award. The award will be based on the unit prices given.
- 4.5 The City reserves the right, in its discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any bid that does not affect the validity of the bid or does not give the Bidder a competitive advantage over other Bidders.

5. BID SUBMISSION INSTRUCTIONS

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

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

6. SUBMITTAL INSTRUCTIONS

- In lieu of a mandatory pre-bid meeting, the Purchasing Division will accept questions and/or comments in writing. For questions regarding this bid, submit all inquiries via email to: purchasingBids@longbeach.gov by July 24, 2014 by 4:00 PM, PDT. Responses to the questions will be posted on the City's website: longbeach.gov/purchasing under the "Bids/RFPs" tab no later than July 31, 2014 by 4:00 PM, PDT. It is recommended that all bidders visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above, and for any addenda to the bid.
- 6.2 Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

	Electronic media copy (USB drive, CD or other readable media)
	containing an Excel spreadsheet Attachment A with unit pricing and
	extended pricing formatted as bid spec.
V	Reference List (Attachment B)
	W-9 Form and Vendor Application (Attachment D)
~	Equal Benefits Ordinance Compliance Form (Attachment E)
V	Printout from Secretary of State Website of business entity
	(Attachment F)

Bidders shall submit one (1) original bid marked "ORIGINAL", and an electronic media copy of the full bid package on a USB flash drive, CD or other readable media device). This electronic copy should be in the form of a PDF readable document. Also, bidders shall also submit an Excel-readable file of the Bid Section, which is available on the City's website as an Attachment A. Bidders shall fill out the bid section using the Excel file and save a copy of this Excel file on the same USB drive, CD or other to be included with PDF copy of the bid. A hard copy shall also be submitted. The entire bid package shall be submitted as follows:

City of Long Beach
Purchasing Division
Attn: Anne Takii
C/O City Clerk's Office
333 W Ocean Blvd/Plaza Level
Long Beach CA 90802

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

ITB-LB-14-077 REBID Safety Footwear

- 6.4 Any addenda that are submitted should also be signed and included with the bid package.
- 6.5 There will be a public bid opening at 11:00 AM, PDT on August 7, 2014 to read the pricing for the bids submitted. Bidders may to attend the bid opening, but it is not mandatory.

7. RENEWALS

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. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the 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. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

Unit price increases will not be allowed during the initial twenty-four month period and not during twelve (12) month contract period. Discounts allowed if any, off manufacturer's catalogs and/or price list shall not be decreased but may be increased for the duration of the contract.

8. PRICE INCREASE:

A.	Shall not exceed	5	%	during the first renewal period.
В.	Shall not exceed	5	%	during the second renewal period.

9. BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A Bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager

must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

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

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

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

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

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

11. APPROVED EQUAL / ALTERNATE BRANDS

- 11.1 Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".
- The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

11.3 If Bidder desires to bid an "approved equal" item, the Bidder shall submit a request to do so to the City in writing by July 24, 2014 by 4:00 PM, PDT. The request shall include all data necessary to substantiate that the item is equal. The City will notify the Bidder, in writing, or approval or disapproved of the equivalent item no later than July 31, 2014, 4:00 PM, PDT. Approved equal documentation must be e-mailed to Purchasingbids@longbeach.gov, or mailed to City of Long, Purchasing Division, Anne Takii, 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90808

12. SMALL BUSINESS ENTERPRISE GOAL (SBE): EXEMPT

There is a combined zero percent SBE Goal associated with this request. See Attachment C.

13. INSURANCE

See Requirements on page 9, Section 30 C.

14. 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

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, 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 the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

D000 010 010	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Yes _	No _	_X	Initials _	@	
	, vendor must				
a)	Identify specif	fic subco	ntractors and	the specifi	ic require
•	of this bid for	which ea	ch proposed	subcontrac	ctor will p

- ements perform services.
- References as specified on Attachment B must also be b) provided for any proposed subcontractors.
- The City requires that the awarded vendor provide proof of C) payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- Primary contractor shall not allow any subcontractor to d) commence work until all insurance required of subcontractor

is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 9, Section 30 C.

15. EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance shall apply to this bid. Please see **Attachment E.** Please visit the City's website at http://www.longbeach.gov/finance/business relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000.

16. LOCAL PREFERENCE - EXEMPT

Local Preference shall not apply to this bid, as the amount requested exceeds \$100,000.

17. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

http://www.sos.ca.gov

See **Appendix F**. Please include a printout of your business entity from the website.

18. SCOPE OF WORK

The Contractor shall furnish and deliver safety footwear to various City departments in accordance with specifications as indicated in Bid Section.

All items listed in Bid Section are to be shipped and/or picked up 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.

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.

All items listed in the 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.

18.1 ADEQUATE STOCK

Contractor shall maintain adequate stock of each type of item to accommodate City's needs, including emergencies, throughout the term of the contract.

A positive guarantee must be made by the awarded Contractor that a complete stock of materials will be available at their facility in or near the City of Long Beach for immediate pick-up by authorized City personnel or delivery to any determined site within the City. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

18.2 DELIVERY/ORDERING/SHIPPING

Bid price shall include all delivery and unloading charges to City Departments. Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted. The Contractor shall pay all expenses and costs related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City. All shipping and handling, delivery, and freight charges must be included in bid unit cost. The unit pricing shall not include sales tax.

What are your normal business hours? a.m p.m.
Will you provide "Overnight" or "Next Day" delivery? YESX NO
DELIVERY: SAMEDAY Calendar days after receipt of order (if time shown is more than two (2) days after receipt of order, the bid may be rejected).
18.3 WILL CALL
During the term of the Contract, many purchases will be considered an emergency and therefore "Will Call" provisions must be provided by the Contractor.
"Will Call" items shall be available for pick-up within four (4) hours after order.
Do you have these "Will Call" capabilities? YES NO
18.4 SAFETY FOOTWEAR LOCATION
The Contractor shall have a distribution center.
Address of the nearest distribution center or store: 313 W. ANANCIM St.
WILMINGTON, CA. 90744

18.5 ONLINE ORDERING

Does your company currently have on-line ordering? YESXNO (Online pricing must be the same as the bid price or less.)	
If the answer is no, does your company plan to have on-line ordering within the next twelve (12) months? YES NO	
If your company currently provides on-line ordering, Contractor shall provide with the bid as a separate attachment any information pertaining to the Contractor's on-line ordering (including the web address/URL).	
Website address: A Special City of Long Broch URL will be ASSIGNED WELLETA PRICUE. 18.6 QUANTITIES	, th
It is estimated that the City of Long Beach will purchase approximately \$110,000 annually in safety footwear. It is understood by the Contractor that the quantities given	

annually in safety footwear. It is understood by the Contractor that the quantities given are estimates and that the City of Long Beach may purchase an amount above or below the estimate given according to the requirements and needs of the City of Long beach.

Orders will be placed by City departments. The amount of the orders may vary. Orders will be placed on an as needed basis. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

18.7 MISCELLANEOUS ITEMS

Miscellaneous items not listed herein may be purchased by the City, from the successful Contractor, providing no purchase exceeds \$500.00 per order.

19. DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

20. CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

21. LAWS AND REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

22. 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.

23. VALIDITY

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

24. WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

25. 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. The Contractor must reference BPO release number and not the BPO number on all invoices.

26. BILLING/INVOICING REQUIREMENTS

The Contractor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include a detailed, description/summary of product or service performed (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number) and all applicable taxes on all invoices.

FOR PROGRESS PAYMENT BILLINGS, PAYMENT SHALL BE BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall submit via email (preferred) or mail a Monthly Summary Invoice directly to the City Department contact at the "Bill To" address specified in the

agreement. At a minimum, Monthly Summary invoices shall be prepared on the Contractor's business stationery and shall be submitted by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

The Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

27. MINIMUM ORDERS

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

28. DISCOUNT

The City may purchase additional items not listed on specifications.

Please enter your cost discount allowed to the City. _____%

29. WARRANTY/MAINTENANCE AND SERVICE

- 29.1 Contractor shall replace any and all unacceptable orders as defined by the City within 48 hours.
- 29.2 Items that have been picked up by the City of Long Beach personnel that cannot be used, have not been used and/or are not damaged will be accepted for return by the Contractor with no re-stocking charge.

30. VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name).

Contact Name:	Kichono FLOOD	
Contact Direct Phone:	714-796-1976	X 222
Contact Cell:	714-920-2104	
Contact Fax:	714-796-1975	AM-2-101

Contact E-mail:

RichardF@ INDShors. Com

ATTACHMENT A BID # ITB-LB-14-077

<u>co</u>	<u>MPLIANCE</u>	Yes	<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, ASTM F2412-05 and ASTM F2413-05.	<u>res</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>	
3.	 All safety footwear shall have the following physical features: a. Steel-toe strength rating of ASTM F2412-05 and ASTM F2413-05 b. Steel or fiberglass shank c. Soles shall be non-marking d. Soles shall be resistant to oil, gas, heat, chemicals, metal, chips, and abrasions e. Soles shall offer a high degree of durability, traction, and comfort. f. Non-separating soles from body of shoe g. Electrical hazard (EH) protection (only on shoes worn for electrical hazard safety). 	х х х х х	
4.	All Safety footwear size range for women and men shall be from 5 to 16, and widths from AA to EEEE.	<u>X</u>	
5.	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>×</u> _	
6.	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>×</u>	
7.	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>\times_\</u>	
8.	Contractor warrants all safety footwear against manufacturer's defects for a minimum of one hundred eighty (180) days after delivery.	<u>X</u>	
9.	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 (preferably spreadsheet).	<u>×</u>	

one hundred eighty (180) days after delivery

ATTACHMENT A BID # ITB-LB-14-077

BID SECTION

PRICING

PRICING					
All materials, supplies or services shall be FOB Destination City of Long Beach.					
Prices quoted must exclude State and City sales tax, and Federal excise tax.					
Unit price shall include all cost (handling, freight, inside delivery, unloading charges).					
The Contractor shall furnish additional safety footwear and miscellaneous items as listed in the current manufacturer's catalogs and/or price lists.					
State percentage discount given to the City: 26 %					
Price List No. COLB DISCOUNT Dated 7/1/14					
Applicable Price Column: (enclose copy or website link)					
DELIVERY: SAME 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: Some 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 365 days (minimum of					

ATTACHMENT A BID # ITB-LB-14-077 Safety Footwear

Vendor Name: INDUSTRIAL SHOE COMPANY

The City is not limited to the purchase of the following items. Items listed are a sample of what may be purchased most frequently. Brand shall be *Red Wing* or approved equal. To quote another brand, please make a request for an approved equal and include specifications for the requested brand.

ITEM	DESCRIPTION	BRAND QUOTING	ITEM#	ESTIMATED ANNUAL QTYS	UNIT PRICE (\$ per pair)	EXTENSION PRICE (\$ per pair)
	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	HYTEST	K30410	1	\$71.00	\$71.00
2	Work, 6" full grain leather, twill lined vamp cushion insole with arch lift/durable/multi-resistant sole; steel toe and padded collar	HYTEST	K13811	1	\$90.00	\$90.00
3	Athletic, high-top, black, soft full grain leather, Cambrelle or approved equal brushed lining; cushioned insole; slip resistant sole; steel toe	HYTEST	K12460	1	\$62.00	\$62.00
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	HYTEST	K24180	1	\$93.00	\$93.00
5	Work, pull-on 12" black polishable full grain cowhide; vamp lining; durable insole with arch lift; oil resistant sole and heel; steel toe	HYTEST	K15440	1	\$70.00	\$70.00
WOMEN'S			Shaper Pal			TO THE PROPERTY OF THE PARTY OF
6	Work, 6" full grain, oil tanned, water repellent leather, vamp lining; durable insole with arch lift; durable/multi-resistant sole	CAT (CATERPILLAR)	P89674	1	\$71.00	\$71.00
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	HYTEST	K17150	1	\$70.00	\$70.00
	RESOLE/REPAIR				500	
8	State cost per pair to resole Men's and Women's safety footwear. Resole cost include heels.				FREE	0
0	VERNIGHT/NEXT DAY DELIVERY CHARGE				0.00	
9	State cost for overnight/next day delivery				FREE	0
	TOTAL		1000		\$527.00	\$527.00

ATTACHMENT B

REFERENCES

REMOVED

ATTACHMENT C

SMALL BUSINESS ENTERPRISE (SBE) GOAL EXEMPT

There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.

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

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. Although SBE/VSBE/LSBE subcontracting goals were not assigned to this procurement, the City strongly encourages SBE and VSBE firms to submit bids/quotes on this procurement opportunity.

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

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

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

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

ATTACHMENT D W-9/VENDOR APPLICATION

Form (Rev. October 2007) Department of the Treasure

Request for Taxpayer Identification Number and Certification

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

	Revenue Service						
		on your income tax return)					
e)	INDUSTRIAL	INDUSTRIAL SAFETY SHOE COMPANY					
page	Business name, If	different from above					
C C							
	Charle appropriate	Check appropriate box: Individual/Sole proprietor Corporation Partnership					
ype	Check appropriate	D Exempt payee					
or type ructions		☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶					
str	L. Constitution of the Con	street, and apt. or suite no.)	Requester's name and address (optional)				
Print or type Specific Instructions	1421 E 1st Str						
citie	City, state, and Z						
bed.	Santa Ana, Ca						
		ber(s) here (optional)					
See	Clar decount north	wastely control of					
	Taynay	er Identification Number (TIN)					
-				ial security number			
Enter	your TIN in the ap	ppropriate box, The TIN provided must match the name given on Line 1	to avoid	lai seconty number			
	to the terminal of the second of the	phrophiae but it is your social security number (SSN). However, for a remaindividuals, this is your social security number (SSN). However, for a remainder of the social security number (SSN). However, for a remainder of the social security is not a TNN of the social security of the social security is not a TNN or the social security of the social security is not a TNN or the social security is not a TNN or the social security in the social security is not a security in the social security in the social security is not security in the social security in the social security is not security in the social security in	saluent i				
allen,	sole proprietor, o	ation number (EIN). If you do not have a number, see <i>How to get a TIN</i> c	ni hago o.	or			
your	employer toenance	in more than one name, see the chart on page 4 for guidelines on whos	e Emi	ployer identification number			
Note:	, If the account is per to enter.	at more than one nation over the orient on page 3	9:	5			
Cer		eation					
		ury. I certify that:					
		an this form is my correct taxpayer identification number (or I am walting	ng for a number	to be Issued to me), and			
675	Landon Condon //	20) that I am subject to DACKUD WILLHOUGHING as a result of a failure to re-	port all interest o	r dividends, or (c) the the has			
n	notified me that I am no longer subject to backup withholding, and						
	3. I am a U.S. citizen or other U.S. person (defined below).						
Certi	3. Tam a U.S. citizen of other C.S. person towned solven. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interests and dividends on your tax return. For real estate transactions, item 2 does not apply withholding because you have failed to report all interests and dividends on your tax return. For real estate transactions, item 2 does not apply withholding because you have failed to report all interests and dividends on your tax return. For real estate transactions, item 2 does not apply.						
withh	withholding because you have failed to report all interest and dividends on your tax return. For real estate transforment, from the standonment of secured property, cancellation of debt, contributions to an individual retirement for mortgage interest paid, acquisition or standonment of secured property, cancellation of debt, contributions to an individual retirement for mortgage interest paid, acquisition or standonment of secured property, cancellation of debt, contributions to an individual retirement for mortgage interest paid, acquisition or standonment of secured property, cancellation of debt, contributions to an individual retirement.						
agrangement (IQA) and generally navments/other titall interest and dividends, you are not required.							
provi	de your correct TI	N. See the instructions on page 4.					
Sigr	1 Signature o		<i>1/.</i>	15/1d			
Her			Date ► //	947			

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

• The U.S. owner of a disregarded entity and not the entity,

VENDOR APPLICATION FORM

Company Name						•
(same as line 1 on W	9): Industrial :	Safety Shoe	Company			
DBA Name						
(Same as line 2 on w		Leave Blank	if not applicable			
Federal Tax ID Numb Web Add	per (or SSN) ress: INDSHC	DE.COM				
STA CONTACT NA E- Phone nur	TN : Richard I City: Santa Ar ATE: CA	Flood na Flood F@indshoes i-1976	ZIP CODE: 9270 : s.com i.e 562-555- i.e 562-555- i.e.800-555-2	1234 5678		
			to' address is the	same as the purc	chase order address; p	ut SAME in first box only.
'Remit to	'Address Sa	me				
	Attn:					
	City:		Zip Code:			
	State		Zip Odde.			
Con	tact Name:					
	E-mail:			i.e. 562-5	55-1234	
Phone Number			i.e 562-55	55-5678		
Fax:				i.e. 800-55	55-2468	
	Toll Free					
Type of Ownership Individual	Partnership	i i	Corporation	LLC	Nonprofit	Government
Composition of Own	nership (At bas	st 51% of ow	nership of the org		k all that apply)	
MBE	WBE	Local	DBE	Certified SBE	Certified Micro	
			Sta	te certification r	number:	

ATTACHMENT E

EBO

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Chance Connings Title: President

Signature: Date: 7/28/14

Business Entity Name: INDUSTRIAL SAFETY SHOE COMPONY

EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION Name: Industrial Safety Shoe Federal Tax ID No. Address: 1421 E 1st. St City: Santa Ana State: CA ZIP: 92701 Contact Person: Charles Cummings Telephone: 714-796-1976 Email: Charliec@indshoes.com FAX: 714-796-1975 Section 2. COMPLIANCE QUESTIONS The EBO is inapplicable to this Contract because the ContractorNendor has no Α. employees. Yes X No Does your company provide (or make available at the employees' expense) any В. employee benefits? X Yes No (If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.) Does your company provide (or make available at the employees' expense) any C. benefits to the spouse of an employee? X Yes ____No Does your company provide (or make available at the employees' expense) any D. benefits to the domestic partner of an employee? X Yes ____No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.) Are the benefits that are available to the spouse of an employee identical to the E. benefits that are available to the domestic partner of an employee? X Yes ____ No (If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.) Section 3. PROVISIONAL COMPLIANCE Contractor/vendor is not in compliance with the EBO now but will comply by the Α. following date: By the first effective date after the first open enrollment process following the contract start date, not to exceed two years. If the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

three months; or

At such time that the administrative steps can be taken to incorporate

nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed

	Upon expiration of the contractor's current collective bargaining agreement(s).									
В.	If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.) Yes No									
Section 4	. REQUIRED DOCUMENTATION									
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.										
Section 5.	CERTIFICATION									
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.										
Executed	this 29 day of JULY, 2014, at Spyra ANA, CA.									
Name	2 hours Cummingsignature									
Title	this 29 day of JULY, 2014, at SOUTH BAR, CA. Charlic Cumungs Signature Proof dast Federal Tax ID No.									

ATTACHMENT F

Please provide print out showing your business is registered with the California Secretary of State.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.sos.ca.gov/

See website location attached

Secretary of State

Business Search - Results

Administration

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business
 Solicitations

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 13, 2014. Please refer to <u>Processing Times</u> for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

• Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name.

Elections Business Programs Political Reform Archives Registries

- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to <u>Information Requests</u>.
- · For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to <u>Field Descriptions and</u> Status Definitions.

Results of search for "INDUSTRIAL SAFETY SHOE COMPANY" returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Agent for Service of Process
C0738824	06/26/1975	ACTIVE	INDUSTRIAL SAFETY SHOE	CHARLIE WILLIAM CUMMINGS

Modify Search New Search

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City of Long Beach

Department of Financial Management Purchasing Division 333 W Ocean Blvd. 7th floor, Long Beach, California 90802 p 562.570.6200

7/30/14

NOTICE TO BIDDERS

Safety Footwear

ADDENDUM NO. 1: Q & A

ITB-LB-14-077 REBID

Please find attached the list of approved brands/manufacturers:

- 1. WOLVERINE
- 2. HyTEST
- 3. CATERPILLAR
- 4. BATES
- 5. HARLEY-DAVIDSON
- 6. TIMBERLAND
- 7. FLORSHEIM
- 8. ROCKPORT
- 9. REEBOK
- 10. IRON AGE
- 11. THOROGOOD
- 12. DR. MARTEN
- 13. SKETCHERS WORK
- 14. RED WING

COMPANY OVERVIEW

Industrial Shoe Company is the largest occupational footwear distributor in the Western United States.

We operate 8 stores in Southern California, Arizona and Southern Nevada, as well as 10 mobile shoe stores or "shoemobiles" for on-site service. Our retail center at 313 E. Anaheim in Wilmington is our closest convenient location for City of Long Beach employees.

We are an independent, locally owned company operating in Southern California since 1959. Being an independent distributor allows us to carry a variety of brands such as HyTest, Wolverine, Caterpillar, Harley Davidson, Carolina, Timberland, Dr. Martens, Skechers, Florsheim, Weinbrenner...honestly, the list could go on and on.

Industrial Shoe Company is the only company that can offer the exclusive HyTest/Wolverine Footwear Network selections. No other company can come close to offering a selection of safety footwear like we can. Our diversity of brands has always been a big reason for the success of the City's program. Florsheim, HyTest, Timberland and Wolverine have accounted for a large percentage of the sales to city employees for over 20 years. Industrial Shoe Company deems these brands as the best in the business.

We consider ourselves occupational footwear specialists with our top staff members averaging over 29 years in the business, most of us working as shoemobile drivers/salesmen on our way up in the organization.

Charlie Cummings, the owner, is a Board member of the ASTM footwear committee that took over the footwear specifications from ANSI several years ago and has been with Industrial Shoe Company for 34 years.

Richard Flood, our general manager, started with Pittsburgh HyTest in 1977 and has been with Industrial Shoe Company for 31 years.

Rick Saleh, our merchandise manager, drove shoemobiles for Knapp in the South in late 1979 and has been with Industrial Shoe Company now for 22 years. This kind of experience is valuable to both Industrial Shoe Company and its customers.

Reference details are available but some of our key accounts include LADWP, Boeing, Imperial Irrigation District, Chevron El Segundo Refinery, Raytheon, UCLA, Gulfstream, Port of Los Angeles, LAMTA, MWD and many others.

Industrial Shoe Company has worked closely with the Safety/Risk Management department for many years. We have also continued to solicit information from all City employees to allow us to fine tune our services.

We are confident that our organization with its personnel, product, service locations and vehicles has no equal and is well positioned to handle the needs of the City of Long Beach.

Along with our proposed prices and discounts, Industrial Shoe Company is proud to offer our Customer Care "Total Satisfaction Guarantee". (Copy attached).

Industrial Shoe Company understands and agrees to all general conditions, special conditions and will meet all specifications.

Customer Care Total Satisfaction Guarantee

- ▶ 1 YEAR GUARANTEE
- ▶ 30 Day Comfort Guarantee
- ▶ Free Boot Repairs
- ▶ Free Waterproofing In Our Stores
- ▶ Free Overnight Shipping
- FREE SCHEDULED CONSULTATION WITH OUR CERTIFIED PEDORTHIST
- ▶ Free Professional Safety Footwear Fitting
- JOB FITTED FOOTWEAR-WE WILL RECOMMEND
 THE PROPER SHOE FOR THE JOB
- ▶ 24/7 ACCOUNT MANAGER FOR THE CITY OF LONG BEACH

"America's Leader in Occupational Footwear"

"America's Leader in Occupational Footwear"																
Corporate Office/Store:								4) 796-1			(714) 79					
Branch Stores:		s:	2424 E. Slauson, Huntington Park CA 90255					•	(323) 587-0293 FAX (323) 5							
			21330 E. Valley Blvd, Walnut, CA 91789			(909) 594-1203				((909) 46						
			8068 Clairemont Mesa Blvd., San Diego, CA 92111						•	(858) 277-9060 FAX (858) 27						
					eim St., \	_	on, CA	4 90744		(31	0) 549-6	469	FAX	K (310) 54	19-8947	
Web Add	dress	S :			ES.com	•										
E-Mail A	ddre	SS:	<u>info@in</u>	<u>dshoe</u>	s.com											
					Inc	dustrial	Shoe	of Arizo	na							
District C	ffice	e/Store:	835 W.	22nd	Street St	e 108, T	empe	, AZ 852	82	(48	0) 968-7	601	FAX	K (480) 96	8-0248	
Branch S	Store	:	3392 E.	22nd	St., Tuc	son, AZ	85713	3		(52	0) 795-4	600	FAX	K (520) 79	5-1291	_
						Shoewo	rks of	Nevada								-
Branch S	Store	:	3620 W	. Saha	ara Ave.,	W-9, La	as Veg	jas, NV 8	9102	(70	2) 221-2	787	FA)	K (702) 22	27-5988	
HYTEST							_			_				440.00	05400	.
00507	\$	139.00		\$		12400	\$	100.00		\$	158.00		\$	112.00		\$ 194.00
00510	\$	139.00		\$	122.00		\$	100.00		\$	164.00		\$	110.00		\$ 194.00
4055	\$	222.00	11231	\$	138.00		\$		14261	\$	188.00		\$	148.00		\$ 194.00
4065	\$	222.00	11280	\$	119.00	12480	\$	163.00		\$	160.00		\$	148.00		\$ 208.00
05040	\$	136.00	11281	\$	102.00	12481	\$	163.00	14270	\$	173.00	17140	\$	140.00		\$ 180.00
08144	\$	214.00	11284	\$	102.00	12822	\$	97.00	14361	\$	193.00	17141	\$	140.00	26841	\$ 163.00
08144B	\$	231.00	11300	\$	94.00	13001	\$	133.00	14430	\$	174.00	17150	\$	70.00	27180	\$ 167.00
08144C	\$	280.00	11301	\$	94.00	13021	\$	128.00	14480	\$	171.00	17151	\$	70.00	27181	\$ 167.00
08772	\$	219.00	11302	\$	94.00	13150	\$	149.00	14481	\$	171.00	17170	\$	99.00	27331	\$ 172.00
08773	\$	219.00		\$	141.00	13151	\$	149.00	14562	\$	199.00	17191	\$	119.00	30046	\$ 156.00
08773B	\$	226.00		\$	91.00	13160	\$	131.00	14671	\$	156.00	17202	\$	122.00	30221	\$ 126.00
08773C	\$	274.00		\$		13180	\$	122.00	14860	\$	167.00	17205	\$	111.00	30240	\$ 126.00
08774	\$	219.00		\$		13181	\$	122.00		\$	172.00	17210	\$	115.00	30400	\$ 136.00
08777	\$	216.00		\$	122.00		\$	130.00	15261	\$		17211	\$	115.00	30401	\$ 136.00
08779	\$	216.00		\$	91.00		\$	149.00	15262	\$		17370	\$	147.00		\$ 71.00
08971	\$	212.00		\$	116.00		\$	162.00	15271	\$	172.00		\$	142.00		\$ 71.00
08971	\$	212.00		\$			\$	156.00	15340	\$	223.00		\$	142.00		\$ 121.00
	\$	219.00		\$			\$	156.00	15351	\$	241.00		\$	231.00		\$ 121.00
08972B		268.00		\$			\$	159.00	15440	\$		23085	\$	203.00		\$ 121.00
08972C	\$			φ \$			\$	159.00		\$	182.00		\$	203.00		\$ 220.00
10071	φ	141.00					\$	152.00		\$	174.00		\$	197.00		\$ 230.00
10140	\$	140.00		\$				152.00			130.00		\$	159.00		\$ 230.00
10141	\$	140.00		\$		13451	\$			\$	130.00			159.00		\$ 240.00
10150	\$	140.00		\$		13470	\$	119.00		\$			\$ \$	159.00		\$ 240.00
10151	\$	140.00		\$			\$	136.00		\$	138.00					•
10241	\$	142.00			147.00		\$	163.00		\$		23230	\$	183.00		
10250	\$	149.00			149.00		\$	175.00		\$		23231	\$	183.00		\$ 88.00
10321	\$	144.00			149.00		\$	175.00		\$	122.00		\$	197.00		\$ 100.00
10431	\$	143.00			177.00		\$	189.00		\$	122.00		\$	242.00		\$ 119.00
10800	\$	139.00		\$	130.00		\$	144.00		\$	128.00		\$	200.00		\$ 119.00
10821	\$	141.00		\$	174.00		\$	144.00		\$	128.00		\$	202.00		\$ 87.00
11100	\$		12350	\$		13772	\$	158.00		\$		24180	\$	93.00		\$ 120.00
11101	\$		12351	\$		13810	\$	158.00		\$		24181	\$	93.00	66025	\$ 108.00
11116	\$	111.00			159.00		\$		17102	\$		24231	\$	194.00		
11131	\$	111.00			128.00		\$	152.00		\$		24300	\$	208.00		
11133	\$	111.00	12392	\$	128.00	13850	\$	158.00	17105	\$	82.00	25026	\$	242.00		

BATES							
E02263	\$140.00	E02276	\$162.00				
E02264	\$133.00	E02320	\$143.00				
		L02320	Ψ143.00				
E02272	\$198.00						
0.47505							
CATERF							
89021	\$144.00	89516	\$138.00	89703	\$113.00	89980	\$163.00
89135	\$112.00	89556	\$171.00	89725	\$173.00	89981	\$163.00
89162	\$112.00	89586	\$112.00	89772	\$133.00	90000	\$100.00
89359	\$160.00	89597	\$143.00	89785	\$166.00	90041	\$194.00
89366	\$167.00	89620	\$133.00	89817	\$112.00	90090	\$158.00
89369	\$167.00	89660	\$113.00	89882	\$163.00	90091	\$158.00
89370	\$160.00	89674	\$71.00	89940	\$163.00		,
89446	\$116.00	89701	\$138.00	89955	\$119.00		
			\$113.00	89957	\$119.00		
89495	\$143.00	89702	φ113.00	09937	ψ11 3 .00		
	(DA) ((DOON)						
	/- DAVIDSON						
91144	\$129.00	95326	\$158.00				
93027	\$129.00	95327	\$171.00				
94049	\$140.00	95328	\$169.00				
MERREI	LL						
60801	\$89.00	60825	\$89.00	63811W	\$89.00		
60802	\$89.00	60826	\$89.00	63815W	\$89.00		
00002	φ00.00	00020	Ψ00.00				
WOLVE	DINE						
		00070	¢420.00	4707	¢162.00	10102	\$153.00
01110	\$161.00	02373	\$139.00	4707	\$162.00 \$404.00		
01123	\$141.00	02376	\$150.00	4713	\$124.00	10103	\$158.00
01124	\$153.00	02377	\$150.00	4714	\$124.00	10105	\$169.00
01655	\$222.00	2419	\$174.00	4820	\$183.00	10112	\$152.00
01664	\$239.00	2427	\$186.00	4826	\$194.00	10113	\$152.00
01671	\$239.00	2564	\$202.00	4999	\$144.00	10116	\$163.00
2074	\$92.00	2566	\$213.00	5000	\$144.00	10117	\$163.00
02194	\$111.00	2573	\$213.00	5094	\$149.00	10148	\$191.00
02252	\$188.00	2625	\$122.00	5679	\$166.00	10150	\$202.00
02253	\$188.00	2626	\$122.00	5680	\$177.00	10167	\$139.00
02256	\$199.00	2780	\$202.00	5683	\$166.00	10180	\$136.00
2285	\$199.00	2781	\$202.00	5684	\$166.00	10181	\$136.00
2287	\$204.00	2782	\$202.00	5698	\$154.00	10192	\$124.00
		2846	\$130.00	5699	\$182.00	10193	\$124.00
02292	\$154.00	3120	\$195.00 \$195.00	6654	\$114.00	10200	\$130.00
02293	\$154.00		,		\$141.00	10200	\$130.00
02294	\$166.00	3121	\$195.00	6681			
02300	\$110.00	3311	\$182.00	8288	\$141.00	10209	\$152.00
02302	\$110.00	3778	\$208.00	8289	\$121.00	10210	\$152.00
02349	\$172.00	3779	\$208.00	8377	\$161.00	10213	\$169.00
02353	\$183.00	4349	\$126.00	8404	\$131.00	10215	\$180.00
02357	\$183.00	4451	\$144.00	10074	\$147.00	10240	\$113.00
02362	\$156.00	4452	\$156.00	10075	\$147.00	10243	\$124.00
02363	\$156.00	4624	\$98.00	10098	\$142.00	10258	\$149.00
02372	\$139.00	4625	\$98.00	10100	\$153.00	10259	\$159.00
	* · · 	'	,	•			
WOI VER	RINE -SOFT TOE	BATES-S	SOFT TOE	FOOTHO	LDS-SOFT TOE		
2563	\$ 191.00	E02261	\$123.00	66010	\$113.00		
2565	\$ 202.00	E02262	\$110.00	66205	\$99.00		
	'	E02700	\$123.00	55200			
3122	\$ 183.00 \$ 483.00						
3123	\$ 183.00	E02762	\$110.00				

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			. Valley Blvd, Walnut	(909) 594-1203	FAX (909) 468-0068			
			iremont Mesa Blvd.,		FAX (858) 277-9099			
			Anaheim St., Wilming	gton, CA 90744	(310) 549-6469	FAX (310) 549-8947		
Web Addr	ess:		OSHOES.com					
E-Mail Add			Ishoes.com					
	Shoe of A							
			22nd Street Ste 108,		(480) 968-7601	FAX (480) 968-0248		
Branch St			22nd St., Tucson, A	Z 85713	(520) 795-4600	FAX (520) 795-1291		
	s of Neva							
Branch St		3620 W.	Sahara Ave., W-9, I	as Vegas, NV 89102	(702) 221-2787	FAX (702) 227-5988		
FLORSH								
FE244	\$ 150.00		\$ 230.00 FS200	\$119.00 FS2416	\$ 130.00 FS25	\$ 119.00		
FE2440	\$ 150.00		\$ 124.00 FS205	\$120.00 FS243	\$ 126.00 FS2700			
FE665	\$ 166.00		\$ 176.00 FS240	\$129,00 FS2430	\$ 126.00 FS2705			
FE675	\$ 166.00		\$ 176.00 FS2400		\$ 126.00 FS2716			
FE690	\$ 150.00	FS20	\$ 119.00 FS2405	\$126.00 FS246	\$ 130.00 FS2740	\$ 121.00		
REEBOK					A 404 BB BBBBBB			
RB110		RB1920	\$ 96.00 RB4388		\$ 121.00 RB6750		\$ 139.00	
RB1100	•	RB193	\$ 96.00 RB440	\$138.00 RB4599	\$ 110.00 RB6755	·	\$ 138.00	
RB156		RB1930	\$ 96,00 RB441	\$121.00 RB4666	\$ 130.00 RB6765		\$ 154.00	
RB1620		RB1940	\$ 109.00 RB442	\$120.00 RB4710	\$ 109.00 RB6766		\$ 156.00	
RB1630		RB1945		\$129.00 RB4712	\$ 109.00 RB730	\$ 93.00 RB8874	\$ 154.00	
RB164		RB195	\$ 96.00 RB4440		\$ 112.00 RB750	\$ 127.00 RB8875	\$ 150.00	
RB173		RB197	\$ 96.00 RB4441		\$ 112.00 RB755	\$ 134.00 RB8877	\$ 156.00	
RB1730		RB1970			\$ 112.00 RB765	\$ 162.00 RB8878	\$ 160.00	
RB1735		RB1975	\$ 96.00 RB445	\$117.00 RB4723	\$ 126.00 RB7755		\$ 150.00	
RB182		RB291	\$ 151.00 RB446	\$117.00 RB4805	\$ 101.00 RB828	\$ 133.00 RB8893	\$ 157.00	
RB1820	,	RB3705	\$ 115.00 RB447	\$107.00 RB485	\$ 101.00 RB8280		\$ 164.00	
RB186	•	RB3710	\$ 121.00 RB448	\$107.00 RB489	\$ 121.00 RB8284		\$ 155.00	
RB1860		RB3755	\$ 119.00 RB4488		\$ 121.00 RB8285		\$ 144.00	
RB1865	\$ 93.00		\$ 152.00 RB449	\$138.00 RB4891	\$ 123.00 RB8291	·	\$ 150.00	
RB187	\$ 90.00				\$ 121.00 RB8295		\$ 157.00	
RB1870	\$ 90.00		\$ 138.00 RB450	\$107.00 RB4896	\$ 110.00 RB840	\$ 122.00 RB896	\$ 144.00	
RB188		RB4305	\$ 122.00 RB451	\$107.00 RB4897	\$ 110.00 RB8400		\$ 157.00	
RB1880	,	RB4327		\$107.00 RB4898	\$ 110.00 RB864	\$ 143.00 RB8990	\$ 157.00	
RB191		RB4333	\$ 150.00 RB454	\$119.00 RB4920		\$ 137.00 RB940	\$ 109.00 \$ 109.00	
RB1910		RB437	\$ 162.00 RB455	\$ 129.00 RB4925	\$ 123.00 RB8688	\$ \$ 136.00 RB945	\$ 109.00	
RB192	,	RB438	\$ 160.00 RB4555	\$ 129.00 RB655	\$ 140.00 KD0000	э ф 140.00		
ROCKPO		DVC1EO	¢ 407.00 DV6600	\$ 140.00 PK6640	¢ 1/8 00 PK67/F	\$ 116.00 RP261	\$ 167.00	
RK465		RK6150 RK6200		\$ 140.00 RK6640 \$ \$ 128.00 RK668		\$ 110.00 RP201	\$ 167.00	
RK609	•			\$ 148.00 RK670		\$ 112.00 RP8510	\$ 190.00	
RK6090		RK622		\$ 148.00 RK673	\$ 120.00 RK6748		φ 190.00	
RK6100	\$ 137.00		\$ 148.00 RK663	\$ 148.00 RK6736	\$ 117.00 RK676	\$ 114.00		
RK612	\$ 115.00		\$148.00 RK6630 \$106.00 RK6635		\$ 117.00 RK6761			
RK6120	\$ 115.00		\$106.00 RK663	\$ 148.00 RK6737 \$ 148.00 RK6741	\$ 122.00 RK6762			
RK6148	\$ 120.00	KKODZS	\$100.00 KN004	\$ 140,00 KK0741	\$ 122.00 KK0102	. ψ 120,00		
GRABBEI G0016		G0020	\$ 65.00 G112	\$ 73.00 G117	\$ 73.00 G118	\$ 73,00 G124	\$ 82.00	
G0016 G0019		G0020 G015	\$ 50.00 G112 \$ 50.00 G1120	\$ 73.00 G117 \$ 73.00 G1170	\$ 73.00 G1180	\$ 73.00 G1240	\$ 82.00	
IRON AGE		0010	Ψ 00.00 O 1120	ψ 70.00 O 1170	¥ 10.00 O1100	Ţ 10.00 O,E10	J 02.00	
IA0100	\$ 103.00	IA0161	\$ 92.00 IA0194	\$ 137.00 IA3288	\$ 169.00 IA5016	\$ 106.00 IA6900	\$ 167.00	
IA0100	\$ 103.00		\$ 115.00 IA0195	\$ 149.00 IA498	\$ 150.00 IA507	\$ 95.00 IA965	\$ 146.00	
IA0101	\$ 103.00		\$ 108.00 IA0155	\$ 107.00 IA4985	\$ 150.00 IA5100	\$ 81.00 IA9650	\$ 146.00	
IA0103	\$ 115.00		\$ 149.00 IA1050	\$ 107.00 IA5002	\$ 96.00 IA5150	\$ 81.00	• · · · · · · · · · · · · · · · · · · ·	
IA0160	\$ 140.00		\$ 219.00 IA328	\$ 169.00 IA5007	\$ 96.00 IA6880	\$ 170.00		
170100	Ψ 1-0.00	11 10 100	\$ 210.00 MOZO	¥ , 45.04 // 1000/	+ 12,20 n.0000	e 		

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Web Addr E-Mail Add		www.indus info@indsh		mpany.com							
District Office/Store: Branch Store:		Industrial Shoe of Arizona 835 W. 22nd Street Ste 108, Tempe, AZ 85282 3392 E. 22nd St., Tucson, AZ 85713						7601 4600	, ,	FAX (480) 968-0248 FAX (520) 795-1291	
Branch Sto	ore:	3620 W. S	ahara Ave.	Sho , W-9, Las V	eworks of egas, NV 8		(702) 221-2	2787	FAX (702) 227-5988		
DR. MAI 1001 1200 2295 3001 4001	\$151.00 \$151.00 \$151.00 \$151.00 \$136.00 \$149.00	6001 8001 74001 80201	\$122.00 \$127.00 \$122.00 \$122.00	COFRA 7110 7110R 00010	\$91.00 \$127.00 \$102.00	AVIA A344MBSY A344WBSY A325MBSY A325WBSY A316MBY	\$52.00 \$52.00 \$52.00 \$52.00 \$57.00	SAFA 1012 1013 9400	\$114.00 \$114.00 \$114.00		
REDWO	ODS	ONGUA	ARD KEEN				JUSTIN GEAR			ОХ	
603 605 RW600 407	\$92.00 \$92.00 \$82.00 \$122.00	86104 89682 88121	\$44.00 \$44.00 \$162.00	U602-22/10 U602-32/10 U802-32/10	007022	\$192.00 \$192.00 \$201.00	431 439 445	\$162.00 \$162.00 \$177.00	8940 8942	\$152.00 \$162.00	
WORK Z	ZONE	SKECHE	ERS	WEINBR	ENNER				TIMBER	LAND	
M612 N421 N423 N477 N677 N690 S477 S677	\$101.00 \$62.00 \$62.00 \$67.00 \$77.00 \$92.00 \$84.00 \$90.00	76340 76409 76424 76442 76447 76462 76463 76483 76486 76505 76516 76517 76690 76851 76858	\$59.00 \$67.00 \$67.00 \$91.00 \$101.00 \$101.00 \$77.00 \$91.00 \$97.00 \$97.00 \$101.00 \$59.00 \$101.00 \$97.00	804-4200 804-4203 804-4204 804-4205 804-4364 804-4378 804-4612 804-4760 804-4823 804-6032 804-6037 814-4200 814-4355 814-4364	\$147.00 \$186.00 \$192.00 \$162.00 \$162.00 \$162.00 \$140.00 \$149.00 \$179.00 \$178.00 \$137.00 \$137.00 \$152.00	804-4654 E068 E069 E078 IS2595 IS2596 IS2597 IS2598 IS2599 S061	\$210.00 \$192.00 \$192.00 \$192.00 \$164.00 \$222.00 \$222.00 \$222.00 \$186.00		26063 26064 33031 47028 47591 47592 52561 52562 53531 72399 85525 87514 87519 89617 89618	\$157.00 \$157.00 \$131.00 \$140.00 \$180.00 \$170.00 \$180.00 \$240.00 \$131.00 \$122.00 \$82.00 \$107.00 \$112.00 \$112.00	

\$77.00

\$82.00

\$72.00

\$81.00

76882

76886

76887

76973

COLB Discount Price Schedule 7/1/14

89621

89622

89624

91614

95567

\$102.00

\$102.00

\$132.00

\$270.00

\$196.00