

BID NUMBER ITB LB-16-029

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: PURCHASING DIVISION



INVITATION TO BID

SIGNS – TRAFFIC, CUSTOM, POLES & RELATED SUPPLIES

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

CONTRACT NO. 34308

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Adelanto CITY CA STATE ON THE 20<sup>th</sup> DAY OF January, 20 16 MONTH

COMPANY NAME: Safeway Sign Company TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 9875 Voca Rd CITY: Adelanto STATE: CA ZIP: 92301

PHONE: (800) 637-1733 FAX: (760) 246-5512

SI Mark Johnson (SIGNATURE) Gm (TITLE)

Mark Johnson (PRINT NAME) Sales@safeway-sign.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) CORP SECRETARY (TITLE)

Andrea M Gutierrez (PRINT NAME) Sales@safeway-sign.com (EMAIL ADDRESS)

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

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.  
THE CITY OF LONG BEACH  
BY [Signature] Director of Financial Management  
Date 7/14/16

APPROVED AS TO FORM 7-12, 2016  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature] Deputy

**BID NUMBER ITB LB-16-029**

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 \_\_\_\_\_

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

**OPTIONAL**

Ethnic (Check one):

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

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

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

Is the firm certified as a Disadvantaged Business:  Yes  No

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

Yes  No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino

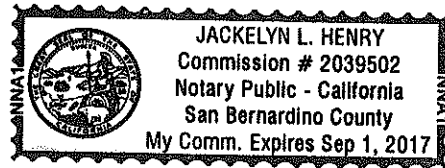
On January 20, 2016 before me, JACKELYN L. HENRY, Notary Public  
(insert name and title of the officer)

personally appeared MARK ALAN JOHNSON  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jackelyn L. Henry (Seal)



#### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

---

- PARTNER(S)      TITLE(S)
  - LIMITED
  - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:
  - Authorized Corporate
  - Signature

#### DESCRIPTION OF ATTACHED DOCUMENT

Invitation to bid  
TITLE OR TYPE OF DOCUMENT

---

34  
NUMBER OF PAGES

---

1-20-16  
DATE OF DOCUMENT

---

N/A  
SIGNER(S) OTHER THAN NAMED ABOVE

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

**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 goods and on receipt of Contractor's invoice.

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

**9. SAFETY APPROVAL:**

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

**10. BUSINESS LICENSE:**

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

INSTRUCTIONS TO BIDDERS

Address: \_\_\_\_\_

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/dlcr> for such prevailing wages and additional information.

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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:           N/A          

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

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

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: February 9, 2016  
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   X  

(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 D for further information regarding the requirements of the Ordinance.

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

**CONTRACT – GENERAL CONDITIONS**

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

**CONTRACT – GENERAL CONDITIONS**

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s)



**CONTRACT – GENERAL CONDITIONS**

obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

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

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 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 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

**CONTRACT – GENERAL CONDITIONS**

by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

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

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

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

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

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

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

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

**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

**CONTRACT – GENERAL CONDITIONS**

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. PROJECT OVERVIEW**

The City of Long Beach is soliciting bids to furnish and deliver traffic signs and related supplies on an as-needed basis in accordance with department needs and/or fund availability.

**2. BID TIMELINE (ALL TIMES LISTED ARE IN PACIFIC TIME (PT))**

Bid Release Date:	<u>January 14, 2016</u>
Questions due to the City:	<u>January 25, 2016 by 4:00 PM</u>
Response from City to Bidder (Q&A) & approved equals posting:	<u>February 1, 2016 by 4:00 PM</u>
Bids Due (no late bids will be accepted):	<u>February 9, 2016 by 11:00 AM</u>

**3. BID SUBMISSION INSTRUCTIONS**

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

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

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)

**METHOD OF SUBMISSION:**

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

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

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

**BID NUMBER ITB LB-16-029**

Pricing shall be submitted electronically on the Line Items tab and the bid price sheet as a general attachment. In case of error between the electronic line item and the bid price sheet, the bid price sheet shall govern.

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

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

- Original bid cover page
- A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach  
C/O City Clerk  
Attn: Anne Takii, Buyer  
333 West Ocean Boulevard, Plaza Level  
Long Beach, CA 90802

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

**ITB LB 16-029 Signs – Traffic, Custom, Poles & Related Supplies**

**Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, February 9, 2016. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

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

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) attention Anne Takii with the bid number in the subject line of the email message.

**4. REFERENCES**

Bidder is required to have experience doing business for a minimum of two (2) years with at least one government agency such as another city, county etc. that orders street/traffic signs. Failure to have prior experience will disqualify your bid.

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid. See Reference Information form **Attachment B**.

On **Attachment B**, under "Project Description", Bidder shall list what type of signs/poles were purchased.

Number of Years doing business: 15

**5. AWARD**

The City prefers to award to a single vendor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids. Quantities will not be considered in making award. The award will be based on the lowest unit prices given.

**6. RIGHT TO REJECT BID**

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

**7. INSURANCE REQUIREMENTS**

See Requirements on page 9, Section 30. See **Attachment E**.

**8. SMALL BUSINESS ENTERPRISE GOAL (SBE)**

There is a combined zero percent (0%) SBE Goal associated with this request. See **Attachment G** for information on the program.

**9. EQUAL BENEFITS ORDINANCE**

The City of Long Beach's Equal Benefits Ordinance shall apply to this bid. Please visit the City's website at [http://www.longbeach.gov/finance/business\\_relations/default.asp](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. See **Attachment D**.

**10. LOCAL PREFERENCE**

Local Preference shall not apply to this bid, as the amount is estimated to exceed \$100,000.

**11. 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 **Attachment F**. Please include a printout of your business entity from the website. Individual and sole proprietor businesses are exempt.

## **12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

### **ORDER OF PRECEDENCE**

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

### **ACCESS TO CONTRACTOR'S RECORDS**

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

### **AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

### **COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5)

where applicable and shall provide the City with all applicable payroll records on a weekly basis.

#### **COPYRIGHT**

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

#### **DRUG-FREE WORKPLACE**

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

#### **ENERGY EFFICIENCY**

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

#### **ENVIRONMENTAL LEGISLATION**

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

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

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

#### **NATIONAL PRESERVATION ACTS**

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

#### **NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**



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

**PATENT RIGHTS**

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

**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

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

**PUBLICATIONS**

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

**RIGHTS TO DATA**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17

U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

#### **RIGHTS TO USE INVENTIONS**

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

#### **SYSTEM FOR AWARD MANAGEMENT (SAM)**

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

### **13. 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 (5<sup>th</sup>) business day following the bid opening.

#### **Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business 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 (3<sup>rd</sup>) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10)

business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services 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 filing a Government Code Claim or initiation of legal proceedings.

**14. BOND PROVISIONS**

Not Applicable

**15. FUTURE AMENDMENTS**

The City reserves the right to add and/or delete items, which may become necessary. Any such revisions shall be accomplished by written authorization approved by the City Purchasing Agent or her designee.

**16. VALIDITY**

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

**17. ALTERNATE BRANDS/APPROVED EQUALS**

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 Vendor 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 vendor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the vendor 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.

If Bidder desires to bid an "approved equal" item, the Bidder shall submit a request to do so to the City in writing by January 25, 2016 by 4:00 PM, PT. The request shall include all data necessary to substantiate that the item is equal. The City will notify the Bidder, in writing, of approval or disapproval of the equivalent item no later than February 1, 2016, 4:00 PM, PT. Approved equal documentation must be e-mailed to: [Purchasingbids@longbeach.gov](mailto:Purchasingbids@longbeach.gov), or mailed to City of Long, Purchasing Division, Anne Takii, 333 W. Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, CA 90802.

**18. SIGNS**

All reflective signs as stated herein shall be fabricated in conformance with current State of California Standard Specifications and the California Department of Transportation Uniform Sign Chart pertaining to Regulatory Signs, Warning Signs, Guide Signs, Special Blanks, and Hardware.

<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/specs.htm>  
<http://mutcd.fhwa.dot.gov/>

When ordering special signs, the City shall specify the materials to be used, letter size, color of message, background, reflectorization, and size of blank. The City shall provide a sketch, if needed.

The year of manufacture and the manufacturer’s initials shall be permanently marked on the back of each sign with approximately one inch (1”) letters and shall be placed so as not to be concealed by any hardware. Each sign must be permanently marked on the reverse (back) side with approximately one (1”) inch letters CLB.

- Alternatively, the above information may be placed in the border of the sign face in letters approximately ¼” in height, in a manner so as not to detract from sign appearance.

Signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 26 feet (8 m). The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray and aluminum marks.

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage or transport. Regardless of kind, size, type, or whether delivered by the Vendor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions, shifting, or vibration during storage or transit. Signs shall be dry during transit and shipped on pallets, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

**FIBERGLASS REINFORCED PLASTIC PANEL SIGNS WILL ONLY BE ALLOWED BY SPECIAL REQUEST OF THE CITY.**

**19. SINGLE SHEET ALUMINUM SIGN**

Single Sheet aluminum signs shall be fabricated and furnished with or without frame. The Vendor shall furnish the sheet aluminum in accordance to "Sheet Aluminum" of Caltrans special provisions. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38, .080 mm minimum thickness unless otherwise requested by the City.

Single Sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 4 feet (1220 mm), one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum sign shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of  $\pm 3$  mm. The face sheet shall be affixed to the frame with rivets of 5-mm diameter. Rivets shall be placed within the web of channels and shall not be placed less than 13 mm from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of  $\pm 3$  mm per meter when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within  $\pm 3$  mm of the detailed dimensions.

Aluminum channels or rectangular aluminum tubing's shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

**20. SHEET ALUMINUM**

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B209.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between  $108 \text{ mg/m}^2$  and  $377 \text{ mg/m}^2$ , and an average mass of  $269 \text{ mg/m}^2$ . Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

**21. RETROREFLECTIVE SHEETING**

Unless otherwise requested, Type III sheeting shall be used as the minimum for all signage. Type I or type II sheeting will not be acceptable for any sign.

The vendor shall furnish retroreflective sheeting for sign background and legend in accordance with ASTM Designation: D4956

Retroreflective sheeting shall be applied to sign panels, as recommended by the retroreflective sheeting manufacturer, without stretching, tearing, or damage.

Class 1, 3, or 4 adhesive backing shall be used for Type III, IV, V, VI, VII, VIII, IX, X and XI retroreflective sheeting.

The adhesive backing shall be pressure sensitive and fungus resistant.

For sign panels that have a minor dimension of 4 feet (1220 mm) or less, no splice will be allowed in the retroreflective sheet except for the splice produced during the manufacturing of the retroreflective sheeting. For sign panels that have a minor dimension greater than 4 feet (1220 mm), only one horizontal splice will be allowed in the retroreflective sheeting.

Unless specified by the manufacturer of the retroreflective sheeting, splices in retroreflective sheeting shall overlap by a minimum of 25 mm. Splices shall not be placed within 50 mm from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retroreflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.

**22. PROCESS COLOR AND FILM**

The Vendor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retroreflective sheeting.

The surface of the screened process color shall be flat and smooth. When the screened process colors in accordance to ASTM Designation: D4956 are in dispute, the City’s visual test will govern.

The Vendor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Vendor may use green, red, blue, yellow, orange and brown reverse-screened process colors for background and non-reflective opaque black film or black-screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than 70 percent of the coefficient of retroreflection specified in ASTM Designation: D4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weather ability as that of the retroreflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90° angle.

**23. REGULATORY AND WARNING SIGNS**

(ASTM D-4956 TYPE III): R-1, R-2, and R-3 with protective overlay film (F-CAL) with Watermark Logo

**24. STREET NAME SIGN**

Prices quoted for street name signs shall include brackets and bolts.

**Specifications**

ASTM D-4956 TYPE III or better sheeting.

Double faced street name signs.

White reflective letters on blue background.

Letter/number size as follows:

Capital letters 4-1/2", lower case 3-1/2", block number and "ST" or "AVE", etc., 2" letters

Capital letters 6", block number and "ST" or "AVE", etc., 2" letters

Galvanized brackets and bolts

Aluminum rectangular box section.

Length of signs shall be either 24", 30", 36", 42", 48", or 52" based upon lettering requirements.

Sign Width 1-1/4", Sign Height 9" White border .375"

**25. OVERHEAD STREET NAME SIGNS/PEDESTRIAN SIGNS**

PRISMATIC GRADE SIGNS (ASTM D-4956 TYPE VII, TYPE VIII, or TYPE IX)

Prices quoted for overhead street name signs shall include brackets and bolts.

**26. SPECIFICATIONS**

Double faced overhead street name signs with internal frame

White reflective letters on blue background/option white letters on green background or black letters on 3983 fluorescent yellow green background (PED XING).

Galvanized brackets, bolts, locknuts, and cotter pins are to be included in price quote.

Length: 60", 72", 84" Width: 18"

Letter/number size as follows:

Capital letters 8" and lower case letters 6" Border 75".

**27. SPECIAL TRAFFIC SIGNS**

TYPE III SIGNS (ASTM D-4956 TYPE III)

All special signs must conform to the State of California and Bureau of Public Records two-color design and be processed on 6061-T6 or 5052-H38 aluminum panels.

**28. LAMINATED PANEL SIGNS**

Laminated panel signs shall consist of two-sheet aluminum laminated to a honeycomb core and extruded aluminum frame to produce flat and rigid panels of 25.4-mm or 63.5-mm nominal thickness.

The face of laminated panel signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H32 of 1.6-mm thickness. The back of laminated panel signs shall be fabricated from sheet aluminum alloy 3003-H14 of 1.0-mm thickness. The Vendor shall furnish sheet aluminum as provided in "Sheet Aluminum" of these special provisions.

The core material shall be phenolic impregnated kraft paper honeycomb and fungus resistant in accordance to Military Specification MIL-D-5272. The honeycomb cell size shall be 13 mm. Weight of the kraft paper shall be 300 g/m<sup>2</sup> and impregnated minimum 18 percent by weight.

A laminating adhesive that can produce a resilient oil and water-resistant bond shall be used to adhere the extruded aluminum frame and the honeycomb core to the sheet aluminum. Edge and interior delamination occur when a 0.25-mm thick feeler gauge of 13 mm in length can be inserted into a depth of more than 10 mm between the extruded aluminum frame and the sheet aluminum. Laminated panel sign with delamination will be rejected.

Laminated panels shall be able to resist a wind load of 161 kg/m<sup>2</sup> for the following simple span lengths with a bending safety factor of 1.25:

Panel Type	Nominal Panel Thickness	Simple Span Length
A	25.4 mm	2.7 m
B	25.4 mm	2.7 m
	63.5 mm	4.42 m
H	63.5 mm	4.42 m

The tensile strength of laminated panels shall be at least 138 kPa when tested in accordance with the following modification and with ASTM Designations: C297 and C481, Cycle B after aging. Instead of spraying with hot water, the specimen shall be totally immersed in 70°C hot water. When requested by the Engineer or the Transportation Laboratory, at least one test sample of 300 mm x 300 mm in size shall be taken for every 186 m<sup>2</sup> of the panel production cycle or of the total factory production order, whichever occurs first.

Rivets used to secure the sheet aluminum to the perimeter frame shall be fabricated from aluminum alloy 5052 and anodized or treated with a conversion coating to prevent corrosion. Size of the aluminum rivets shall be 5 mm in diameter and placed at the corners of the laminated panels. Color of the exposed portion of the rivets shall be the same color as the



sign background or legend on which the rivets are placed. Rivets or stainless steel screws shall be placed in holes drilled during fabrication in the perimeter frame.

On laminated multiple panel signs, a closure H-Section shall be placed in the top channel of the bottom panel. Perimeter frame of adjoining panel shall accommodate the closure H-Section in the closed position.

For signs with a depth of 1524 mm or less, the laminated panels shall be fabricated with no horizontal joints, splices or seams. For signs with a depth of greater than 1524 mm, the laminated panels may be fabricated in two panels.

The face of laminated panels shall be flat with a tolerance of  $\pm 8$  mm per meter when measured across the plane of each panel in all directions. Where laminated panels adjoin, the gap between adjoining edges from one corner to the other corner shall not deviate by more than 1 mm. Non-adjoining edges from one corner to the other corner shall not deviate by more than 3 mm from a straight plane. The front and back sheet aluminum shall be flush with the perimeter frame. The panel edges shall be smooth.

Laminated panel signs shall be within +3 mm or -13 mm of the detailed dimensions. The difference in length between adjoining panels of multiple panel signs shall not be greater than 13 mm.

Roadside laminated panel signs shall be Type B or Type H. Type B panels shall have a nominal thickness of 25.4 mm or 63.5 mm. Type H panels shall have a nominal thickness of 63.5 mm.

The perimeter frame of Type B panels shall consist of extruded channel edges. The interior and exterior sides of the channels, except the sides touching the face and back sheet aluminum, shall be welded at the joint. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration.

Each side of the vertical tube spacers of Type B panels shall be welded to the perimeter frame, except the sides touching the front and back sheet aluminum.

The perimeter frame of Type H panels shall consist of extruded channel edges on the vertical sides and consist of extruded tube channel edges on the horizontal sides. The perimeter frame shall be connected by self-tapping hex head stainless steel screws. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration.

For Type H panels with a length of 5182 mm or longer, centerline panel tube shall be placed along the horizontal centerline of the panel. The ends of the centerline panel tube shall be firmly affixed to the perimeter frame.

Each side of the vertical tube spacers of Type H panels shall be welded to the perimeter frame and the centerline panel tube, except the sides touching the front and back sheet aluminum.

The Vendor shall furnish mounting hardware for roadside laminated panel signs, such as closure H-sections, lags, bolts, nuts, and washers.

Overhead laminated panel signs shall be Type A and have a nominal thickness of 25.4 mm.

For overhead laminated signs with a length of 7315 mm or less, the laminated panels shall be fabricated with no vertical joints, splices or seams. For signs with a length of greater than 7315 mm, the length of each adjoining panel shall be as determined by the Engineer or as shown on the plans.

The perimeter frame of Type A overhead laminated panels shall be connected by self-tapping hex head stainless steel screws. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration. The perimeter frame of Type A panels shall consist of extruded channel edges on the vertical sides and consist of modified "H" section extrusion on the horizontal sides. The modified "H" section extrusion acts as an integral retainer track for affixing the bolts to provide blind fastening of panels to the structure support.

The Vendor shall furnish mounting hardware for overhead laminated panel signs, such as closure H-sections, clamps, bolts, nuts, and washers. The clamps shall be cast aluminum alloy with a minimum tensile strength of 170 MPa. Bolt torque used for installing clamps shall not exceed 12 N-m.

**ALL SIGNS AND POSTS ARE REQUIRED TO BE MANUFACTURED TO MEET CALTRANS SPECIFICATIONS.**

**FAILURE TO AGREE TO DO SO WILL DISQUALIFY YOUR BID. [Or: Failure to do so will constitute a material breach]**

**29. 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.

It is agreed that during the contract period, vendor shall be required to furnish and deliver the replacement item at a comparable cost if item is at end-of-sale. The vendor shall warrant that the replacement item meets or exceeds all of the current model specifications.

**30. RENEWALS**

It is agreed that if the City intends to renew this Contract, the City shall so notify the Vendor 90 days prior to the expiration date. If the Vendor proposes a price increase for a contract renewal, the Vendor 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 Vendor.

**31. PRICE INCREASE:**

Please fill in the following blanks:

A. Shall not exceed 20 % during the first renewal period.

B. Shall not exceed 20 % during the second renewal period.

**32. PRICING**

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. **No price increases will be allowed during the first twenty-four month contract period.**

**33. DISCOUNT**

Miscellaneous parts may be purchased at a discounted rate: Please quotes discounted rate to City. 5 %

**34. INVENTORY**

The City reserves the right to inspect the bidder's inventory at the bidder's place of business prior to award of a contract.

**35. DELIVERY REQUIREMENT**

Products shall be delivered to specify locations between the hours of 7:30 am and 4:30 pm, Monday through Friday, FOB Destination City of Long Beach. **Price quoted shall include all shipping, handling and inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach.**

The amount of order will vary. Orders will be placed on an as-needed basis.

**36. DELIVERY SCHEDULE**

City requires a 60-day delivery on custom traffic signs.

Please state delivery time (ARO): 60 days.

City requires 30 days delivery for "In Stock" poles and mounting hardware.

Please state delivery time (ARO): 30 days.

City requires 15 days for delivery for "emergency in stock" poles and mounting Hardware.

Please state delivery time (ARO): 15 days.

If you company has will call, please list the location and hours below:

9875 Yucca Rd, Adelanto, CA 92301 M-F 7:30-2:30

Failure to meet the required delivery schedule may disqualify your bid.

**37. BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Vendor 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 Vendor must reference BPO release number and not the BPO number on all invoices.

The Vendor/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 Vendor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

**38. METHOD OF BILLING**

An account should be created for each Department that places orders.

1. Harbor Department, 4801 Airport Plaza Dr., 90815
2. Parks, Recreation & Marine, 2760 Studebaker Rd, 90815
3. Public Works, Environmental Services Bureau, 2929 E. Willow St, 90806
4. Public Works, Public Services Bureau, 1651 San Francisco Ave, 90813

Other Departments may be added as new accounts at any time.

**INVOICING**

- A. Each invoice shall contain:
  1. Purchase Order Number
  2. Items purchased, including manufacturer's number
  3. Site Location (e.g.: Park name) and Supervisor's name
  4. Any applicable discounts, prices and sales tax
  5. Net payment information, i.e., (net 30)
  6. Name of person filling the order
  
- B. Any invoices submitted that do not contain information required by the City will be rejected until resubmission of documents has been completed according to these standards. **No payments will be made on a statement balance.**

**39. QUANTITIES**

It is understood by the Vendor 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.

**40. CONFLICT OF INTEREST**

The Vendor 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 Vendor herein, or does or shall have any direct or indirect financial interest in this Contract.

**41. WARRANTY**

- 41.1 Vendor shall replace any and all unacceptable orders as defined by the City Within 48 hours.
- 41.2 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 Vendor with no-restocking fee.

---

**42 VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact (must have a person's name).

Contact Name: Sarah Preciado  
Contact Direct Phone: (800) 637-7233 ext 2227  
Contact Fax: (760) 246-5512  
Contact E-mail: spreciado@safewaysign.com

**43 VENDOR'S EMPLOYEES**

For statistical purposes only, please provide the following information below regarding your company's employees.

Specify the number of current full-time employees residing in Long Beach: 0.  
Specify the number of current part-time employees residing in Long Beach: 0.

COMPANY NAME: Safeway Sign Company

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER SURVEILLANCE CAMERAS AND PARTS ON AN "AS-NEEDED" BASIS FOB DESTINATION CITY OF LONG BEACH.

The City makes no guarantee that the same quantities of items will be purchased, as the quantities are based on estimates. For items not available, please mark as "NO BID".

Unit pricing shall not include sales tax.

Enter pricing on Planetbids.

**ATTACHMENT A**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Certification**



## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

Safeway Sign Company  
Business/Contractor/Agency

Mark Johnson G. M.  
Name of Authorized Representative Title of Authorized Representative

Mark Johnson 5/25/2010  
Signature of Authorized Representative Date

r21411

### **Acceptance of Certification**

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

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

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***

**ATTACHMENT B**  
**REFERENCE LIST**

**REFERENCES  
REMOVED**

**ATTACHMENT C**

**W-9 Request for Taxpayer  
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SAFEMART SIGN COMPANY</b>	
	2 Business name/disregarded entity name, if different from above <b>SAME</b>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>9875 YUCCA RD</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Adelanto CA 92301</b>	
	7 List account number(s) here (optional)	

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

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number [ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ] [ ]
	OR
	Employer identification number [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5/25/2016</b>
------------------	----------------------------	-------------------------

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

VENDOR APPLICATION FORM

Company Name **SAFEWAY SIGN COMPANY**  
(same as line 1 on W9):  
DBA Name  
(same as line 2 on W9): leave blank if not applicable  
Federal Tax ID Number (or SSN): [REDACTED] required (this number is a fed tax id:  ssn: )  
Web Address: **www.safewaysign.com** leave blank if not applicable

Purchase Order Address: **9875 Yucca Rd, Adelanto CA 92301**  
Attn: **Sarah Preciado**  
City:  
State: Zip Code:

Contact Name:  
E-mail: **spreciado@safewaysign.com**  
Phone Number: **(800) 637-7233** i.e. 562-555-1234  
Fax: **(760) 246-5512** i.e. 562-555-5678  
Toll Free: i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address: **SAME**  
Attn:  
City:  
State: Zip Code:

Contact Name: **Andrea Gutierrez**  
E-mail: **sales@safewaysign.com**  
Phone Number: **(800) 637-7233** i.e. 562-555-1234  
Fax: **(760) 246-5512** i.e. 562-555-5678  
Toll Free: i.e. 800-555-2468

Type of Ownership:  
Individual Partnership Corporation  LLC Nonprofit Government

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)  
MBE WBE Local DBE Certified SBE Certified Micro

State certification number: \_\_\_\_\_

**ATTACHMENT D**

**EQUAL BENEFITS ORDINANCE (EBO) FORM**



## 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 of 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, membership 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: Mark Johnson Title: G.M.

Signature:  Date: 5/25/2016

Business Entity Name: Safeway Sign Company

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Safeway Sign Company Federal Tax ID No. [REDACTED]  
Address: 9875 Yucca Rd  
City: Adelanto State: CA ZIP: 92301  
Contact Person: Andrea Gutierrez Telephone: (800) 637-7233  
Email: Sales@safeway-sign.com Fax: (760) 246-5512

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes        No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
       Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
       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.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  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**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the 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
- 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

\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_ Yes \_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

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 25 day of May, 2016, at Adelanto, CA

Name Andrea M. Gutierrez Signature [Handwritten Signature]

Title Corp Secretary Federal Tax ID No [Redacted]

**ATTACHMENT E**  
**INSURANCE REQUIREMENT**

## INSURANCE REQUIREMENTS

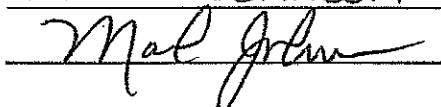
Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

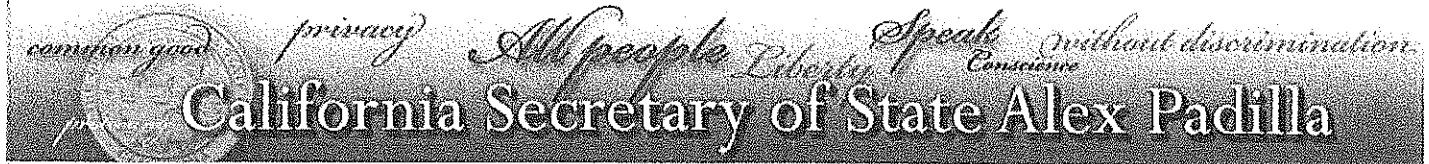
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC)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

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

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

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

Printed Name: Mark Johnson Title: G. M.  
Signature:  Date: 5/25/2016


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)

## 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](#)

## Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 24, 2016. Please refer to [Processing Times](#) 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.
- 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 [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Results of search for "SAFEWAY SIGN COMPANY" returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Agent for Service of Process
C0568915	05/01/1969	ACTIVE	<b>SAFEWAY SIGN COMPANY</b>	MICHAEL F. MOORE

[Modify Search](#)
[New Search](#)
[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2016 California Secretary of State



**ATTACHMENT G**

**SBE – 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](http://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>.



City of Long Beach

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

5/20/16

NOTICE TO BIDDERS

ADDENDUM NO. 11: Additional Q & A & Due Date

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This acknowledgement needs to be signed and included with your bid document.**

**The bid due date is 5/27/16 by 11:00 AM.**

1. Q: Can you confirm, is Line 645 4084 Florescent Orange OR 1174 EC Film Orange?

A: 645 is FLOURESCENT ORANGE.

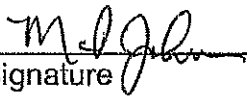
Prepared By: Anne Takii Date: May 20, 2016  
Buyer I

Acknowledged By: Safeway Sign Company  
Company Name

Mark Johnson  
Print Name

G.M.  
Title

Addendum No. Ten – ITB LB16-029 Signs

  
Signature

5/25/2016  
Date



City of Long Beach

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

5/20/16

NOTICE TO BIDDERS

ADDENDUM NO. 10: Additional Q & A & Due Date

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This acknowledgement needs to be signed and included with your bid document.**

**The bid due date has been extended to 5/27/16 by 11:00 AM.**

1. Q: On Addendum #5, gives an answer for Line Item #646 but gives two conflicting answers; which one is correct? On Question #4 it states to have the product clear

On Question #13 [from Addendum No. 9] it shows to make the product Florescent Orange# 4084

A: This may be a line numbering error. Which is the correct material to quote Clear OR Florescent Orange #4084

This is how the answer shows as printing on the addendum  
645 Posts, Mounting Hardware & Miscellaneous Materials N/A Bulk Roll EC Overlay film; Transparent, acrylic, colored film with pr  
646 Posts, Mounting Hardware & Miscellaneous Materials N/A Bulk Roll EC Overlay film; Transparent, acrylic, colored film with pr

A: Item #645 is orange and Item #646 is clear. This has been revised on the Line Items.

5. Q: Line Items 403 – 406 do not have a size, should it be the same size as Item #402 (same description)?

A: This may be a line numbering error. What is the size of these line items?

This is how the answer shows as printing on the addendum  
402 Regulatory Signs 2003 Caltrans Sign Code:R26-PPD 1 HOUR PARKING MON-FRI, EXCEPT WITH DIST  
403 Regulatory Signs 2003 Caltrans Sign Code:R26-PPD 2 HOUR PARKING MON-FRI, EXCEPT WITH DIST

Addendum No. Ten – ITB LB16-029 Signs

404 Regulatory Signs 2003 Caltrans Sign Code:R26-PPD 2 HOUR PARKING MON-SAT, EXCEPT WITH DIS

405 Regulatory Signs 2003 Caltrans Sign Code:R26-PPD 2 HOUR PARKING \_\_\_AM to \_\_\_PM MON-FRI, EXC PERMIT

406 Regulatory Signs 2003 Caltrans Sign Code:R26-PPD 1 HOUR PARKING \_\_\_AM to \_\_\_PM MON-FRI, EXC PERMIT

A: Items #402-406 should be 18 X 24. This has been revised on the Line Items.

Prepared By: Anne Takii Date: May 20, 2016  
Buyer I

Acknowledged By: Safeway Sign Company  
Company Name

Mark Johnson  
Print Name

G. M.  
Title

Mark Johnson  
Signature

5/25/2016  
Date



City of Long Beach

---

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

5/12/16

NOTICE TO BIDDERS

ADDENDUM NO. 9: Additional Q & A

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This acknowledgement needs to be signed and included with your bid document.**

**The bid due date has been extended to 5/25/16 by 11:00 AM.**

1. Q: On the revised line items sheets - Item code has been removed, this is very important information that specifically refers to a specific sign and specification. These descriptions/sign codes need to be on the line items.

A: This has been corrected on the revised line items.

2. Q: On page 23 of 34 in the specifications section of the bid it states;

That Regulatory & Warning

Type III with protective overlay film

The question is should ALL regulatory and warning signs have protective overlay OR just the line items where it is specified on the bid line item?

A: All signed should have anti-graffiti protective overlay.

3. Q: Is protective overlay film with or without premask? (Line #648 references FCAL or 1150; 1150 is the code for protective overlay film with premask).

A: No premask—it becomes a problem if the sign is not used quickly. Standard slip sheeting is preferred.

4. Q: On Addendum #5, gives an answer for Line Item #646 but gives two conflicting answers; which one is correct?

On Question #4 it states to have the product clear

Addendum No. Nine – ITB LB16-029 Signs

On Question #13 it shows to make the product Florescent Orange# 4084

A: This may be a line numbering error.

645	Posts, Mounting Hardware & Miscellaneous Materials	N/A	Bulk Roll EC Overlay film; Transparent, acrylic, colored film with pr
646	Posts, Mounting Hardware & Miscellaneous Materials	N/A	Bulk Roll EC Overlay film; Transparent, acrylic, colored film with pr

5. Q: Line Items 403 – 406 do not have a size, should it be the same size as Item #402 (same description)?

A: This may be a line numbering error.

402	Regulatory Signs	2003 Caltrans Sign Code:R26-PPD	1 HOUR PARKING MON-FRI, EXCEPT WITH DIS
403	Regulatory Signs	2003 Caltrans Sign Code:R26-PPD	2 HOUR PARKING MON-FRI, EXCEPT WITH DIS
404	Regulatory Signs	2003 Caltrans Sign Code:R26-PPD	2 HOUR PARKING MON-SAT, EXCEPT WITH DIS
405	Regulatory Signs	2003 Caltrans Sign Code:R26-PPD	2 HOUR PARKING __AM to __PM MON-FRI, EXC PERMIT
406	Regulatory Signs	2003 Caltrans Sign Code:R26-PPD	1 HOUR PARKING __AM to __PM MON-FRI, EXC PERMIT

6. Q: Florescent yellow green sheeting is not available in Type IV sheeting, please specify whether to use

Type IX or Type XI?

A: Type IX.

7. Q: Addendum #5 Question #8

Request for box SNS specification (Lines 596-601) these are a variable by 9" but the response refers to a specification size of 72"x18" with channel hardware. Please provide specification for Box SNS (lines 596-601)

A: 9" is correct.

8. Q: Please provide specification for Box SNS Hardware

Line #625 SNS band on bracket  
Line #626 SNS 2" square cap

A: Refer to COLB Standard Plan #130-2/2.



Addendum No. Nine – ITB LB16-029 Signs

9. Q: Addendum #5 Question #12

I think it should be to delete #631 as a duplicate of #630, not delete #632

A: Yes, you are correct.

Prepared By: Anne Takii Date: May 12, 2016

Buyer I

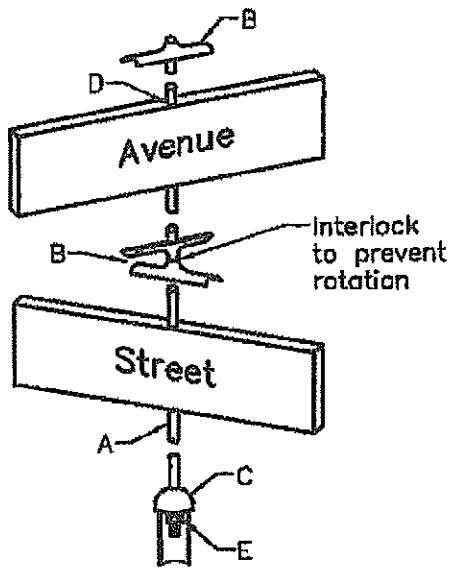
Acknowledged By: Safeway Sign Company  
Company Name

Mark Johnson  
Print Name

G.M.  
Title

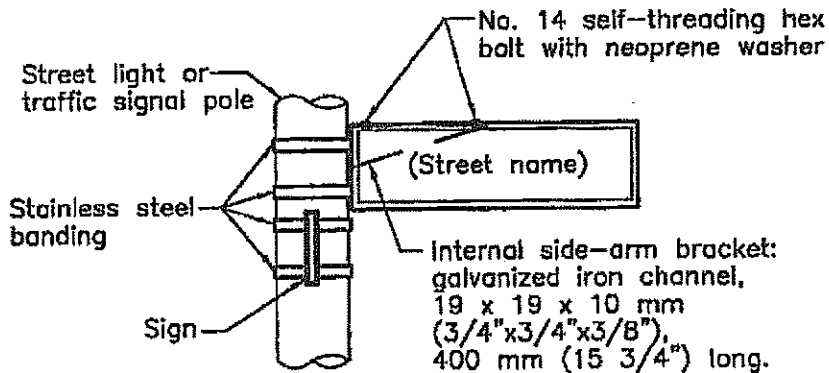
Mark Johnson  
Signature

5/25/2016  
Date



POST MOUNTING DETAIL

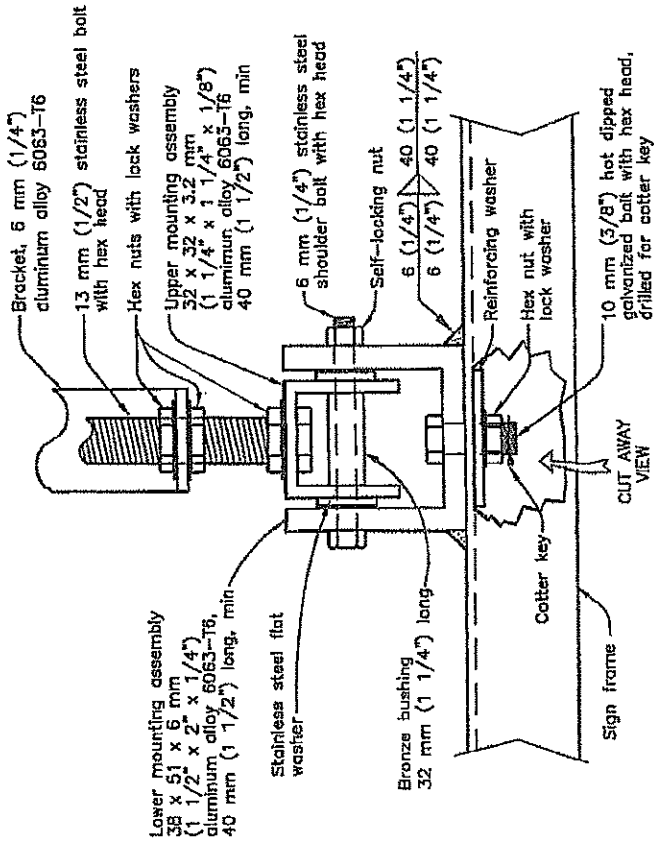
- A Cadmium-plated carriage bolt  
16 mm (5/8") dia, 305 or 535 mm  
(12" or 21") long.
- B Ornamental top and center cross saddles  
anodized cast aluminum.
- C Post cap, anodized cast aluminum, for  
75 mm (3") post, with three 10 mm  
(3/8") stainless steel set screws
- D Holes per Standard Plan LB-134.
- E 16 mm (5/8") galvanized split lock washer  
and hex nut



STREET LIGHT OR TRAFFIC SIGNAL  
MOUNTING DETAIL

Dimensions are in millimeters, except as noted

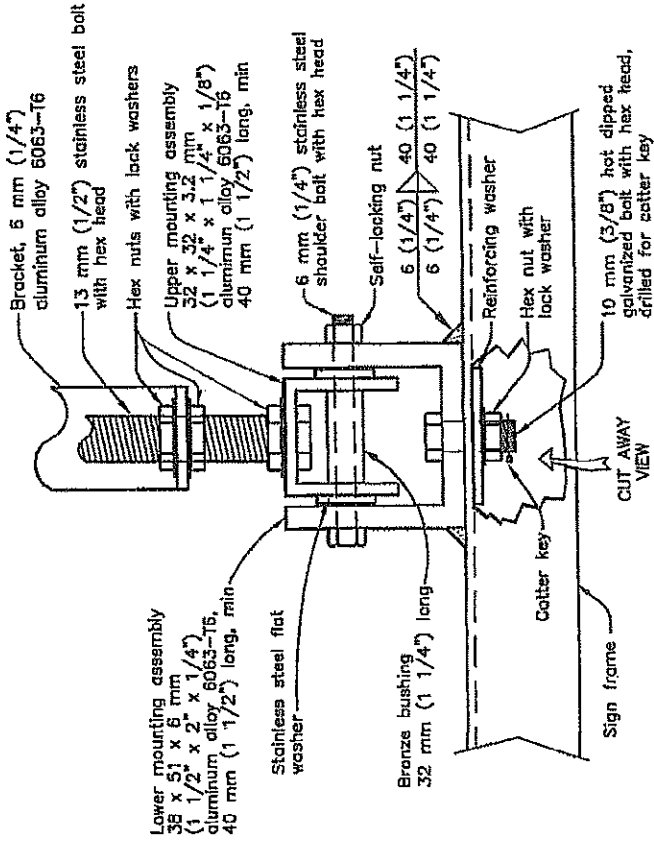
<b>REVISIONS</b> NO. DATE		<b>CITY OF LONG BEACH, CALIFORNIA</b> DEPARTMENT OF PUBLIC WORKS		<b>STANDARD PLAN NO.</b>
1	04/05/96	<b>STREET NAME SIGN INSTALLATION</b>		<b>METRIC 130</b>
2	06/14/01			<b>SHEET</b>
3	12/23/02			<b>2 OF 2</b>
4		APPROVED BY: <i>Max Orloff</i> CITY ENGINEER R.E. No. 40509	DATE: <i>1/10/03</i> EX. DATE: <i>03/31/03</i>	



MOUNTING ASSEMBLY (Front View)  
(Alternate to Caltrans Standard for  
Internally Illuminated Street Name Sign)

Dimensions are in millimeters, except as noted

REVISIONS	CITY OF LONG BEACH, CALIFORNIA		STANDARD PLAN NO.
NO.	DATE	DEPARTMENT OF PUBLIC WORKS	METRIC 313
1	12/02/97		
2	12/23/02		
3			
4			
APPROVED BY: <i>Max Chaffin</i>			SHEET
CITY ENGINEER R.E. No. 15568			2 OF 3
DATE: 1/12/03			
EX. DATE 2/24/03			
MAST ARM DOUBLE-FACE REFLECTIVE STREET NAME SIGN			



MOUNTING ASSEMBLY (Front View)  
 (Alternate to Caltrans Standard for  
 Internally Illuminated Street Name Sign)

Dimensions are in millimeters, except as noted

REVISIONS	CITY OF LONG BEACH, CALIFORNIA	STANDARD PLAN NO.
NO. DATE	DEPARTMENT OF PUBLIC WORKS	METRIC 313
1 12/02/97		
2 12/23/02		
3		
4		
MAST ARM DOUBLE-FACE REFLECTIVE STREET NAME SIGN		SHEET 2 OF 3
APPROVED BY: <i>Mark Chiswell</i>		DATE: 1/9/03
CITY ENGINEER R.E. No. 02519		BY DATE: 1/9/03

Blue

NOTES:

1. **FABRICATION - PANELS** Sign faces shall be panels of 1.3 mm (0.050") aluminum. Panel dimensions shall be 450 mm (18") in height by 1800 mm (72") in width unless otherwise specified. Affixed to one side of each panel shall be white (silver) high-intensity reflective sheeting meeting criteria for encapsulated lens sheeting specified in State of California Specifications for Reflective Sheet Aluminum Sign. Upon each panel shall be screened a green background. The resulting panel shall thus have a white legend and white border on a field of green. The green color shall be the standard color used for California highway guide signs.  
Legend shall be standard 200 mm (8") upper-case/150 mm (6") lower-case alphabet, 200 mm (8") numerals, arrows per detail and 20 mm (3/4") border. Legend shall be spaced on the panel in a balanced pattern.  
**FABRICATION - SIGN FRAME** A closed rectangular frame shall be fabricated using 6063-T6 aluminum channels 32 x 32 x 3.2 mm (1 1/4" x 1 1/4" x 1/8"). Corners of the rectangular frame shall be mitered and welded along all three joined faces to assure structure soundness and maximize watertightness. Welds shall be on the inside of the frame. The lower mounting assembly shall be affixed to the top face of the frame prior to final fabrication of the sign.  
**FINAL FABRICATION** Sign panels shall be riveted to the frame with enodized aluminum rivets. Rivet spacings shall not exceed 200 mm (8") on center. Rivet color shall be white or silver to approximate color of the sign panel border into which they are set.  
Sign panels with identical legends shall be affixed to both sides of a single frame, except where otherwise specified.  
**MOUNTING ASSEMBLIES** Sign fixtures shall be suspended from mast arm by use of brackets which adjust vertically for leveling. Different rates of slope and degrees of curvature of the mast arm equipment requires this flexibility be incorporated into the assemblies. The adjustable bracket assembly shall provide for controlled movement by use of a bronze bushing so that the sign fixture will swing freely, thus minimizing transmission of wind loads to the mast arm and pole.  
Mounting assemblies shall be constructed and attached to the sign and mast arm in accordance with State Standard Plan, Plan ES-33, View E-E, with the following exceptions:  
(a) The lower mounting assembly may be attached to the sign frame by use of a single mounting bolt rather than two as indicated in the Standard Plan, provided that, in addition to the above-referenced single mounting bolt, a fillet weld shall be run along both edges of the lower mounting assembly for the length of the joint between said assembly and the top face of the sign frame.  
(b) The upper mounting assembly may be of a dimension that permits its nesting inside the lower mounting assembly, rather than the reverse as shown in the State Standard Plan.  
(c) Both the upper and lower mounting assemblies shall be constructed of aluminum bar stock.  
Location of the mounting assemblies on the sign shall be in accordance with State Standard Plan ES-33. 1800 mm (60") signs shall be mounted the same as 1800 mm (72") signs.  
**MOUNTING LOCATION** Location of sign on mast shall be per State Standard Plan ES-33. 1500 mm (60") signs shall be mounted same as 1800 mm (72") signs.
- 2.
- 3.
- 4.
- 5.

Dimensions are in millimeters, except as noted

REVISIONS	NO.	DATE	CITY OF LONG BEACH, CALIFORNIA DEPARTMENT OF PUBLIC WORKS	STANDARD PLAN NO.	METRIC	SHEET
1	12/02/97				313	3 OF 3
2	12/23/02					
3						
4						
			<b>MAST ARM DOUBLE-FACE REFLECTIVE STREET NAME SIGN</b>			
APPROVED BY: <i>Mad. Chubb</i>			DATE: 1/16/03			
			CITY ENGINEER R.E. No. 2055			



City of Long Beach

Department of Financial Management  
Purchasing Division  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6123  
[Purchasingbids@longbeach.gov](mailto:Purchasingbids@longbeach.gov)

May 6, 2016

NOTICE TO BIDDERS

ADDENDUM NO. 8: Revision to Bid Protest Procedures & Due Date Extension

**ITB LB16-029 Signs-Traffic, Custom, Poles & Related Supplies**

Please acknowledge receipt of this addendum by signing and returning with your bid. **Any bidder who fails to submit this addendum may be disqualified.**

**The bid due date has been extended to May 18, 2016 by 11:00 AM.**

The language in red has been changed and supersedes the language found in the original ITB on page 18:

**Time for Protest**

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

Prepared By: Anne Takij \_\_\_\_\_ Date: May 6, 2016  
Buyer

Acknowledged By: Safeway Sign Company  
Company Name

Mark Johnson \_\_\_\_\_ G.M.  
Print Name Title

Mark Johnson \_\_\_\_\_ 5/25/2016  
Signature Date



City of Long Beach

---

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

4/26/16

NOTICE TO BIDDERS

ADDENDUM NO. 7: Due Date Extension

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This addendum is for informational purposes only and does not need to be included in the bid document.**

Due to additional questions received, the Q & A will be responded to at a later date and the bid document will be due on **May 11, 2016 by 11:00 AM.**



City of Long Beach

---

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

4/15/16

NOTICE TO BIDDERS

ADDENDUM NO. 6: Due Date Extension

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This addendum is for informational purposes only and does not need to be included in the bid document.**

Due to additional questions received, the Q & A will be responded to at a later date and the bid document will be due on **April 27, 2016 by 11:00 AM.**





City of Long Beach

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

4/5/16

NOTICE TO BIDDERS

ADDENDUM NO. 5: Q & A

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This acknowledgement needs to be signed and included with your bid document.**

**The bid due date has been extended to 4/20/16 by 11:00 AM.**

1. Q: There are some things that we would like to make you aware of. Line items 602 and 603 state that they require the same side arm brackets that the street name signs require which must be incorrect.  
  
A: Correct – Delete "SIDE ARM BRACKET FOR 9" STREET NAME SIGN".
2. Q: For Line items 631, 632, and 641, there aren't different shades of Blue or Green. There's one Blue and one Green. The spec is calling out Dark Blue and Dark Green.  
  
A: Correct – use Blue and Green.
3. Q: Line item 639 shows two different sizes 48"x100 yards and 36" x 100 yards. Which one do you want quoted?  
  
A: Line item #639– quote 36" x 50 yards.
4. Q: For line item 646, there is no White. Do you want clear?  
  
A: Yes.
5. Q: For line item 648, 1160 is not the same as FCAL. It doesn't have UV inhibitors.  
  
A: Appropriate anti-graffiti overlay may be substituted in accordance with sheeting manufacturer warranties.
6. Q: Is the City requiring all sheeting to be Nippon since the requirement for Anti graffiti film called out on bid is FCAL which is a Nippon product, use of any other manufacturer's sheeting will void the warranty on the reflective sheeting as well as the overlay film; is this correct? the City is requesting only Nippon sheeting?

Addendum No. Five – ITB LB16-029 Signs

A: No. The City is not specifying Nippon sheeting. Item will allow overlay to match sheeting manufacturer as substitution to ensure full warranty for products.

7. Q: Do we have to bid all items, line items 252-260 are porcelain and a vendor is very difficult to find.

A: If your company does not supply these items, please mark "NO BID". Not bidding on this item will not disqualify vendors if not available.

8. Q: Please provide drawings/specifications for Street name signs (Lines 596-601)  
Overhead signs

Street name sign hardware – both types (Lines 625 & 626)

A: See SNS Detail – attachment

Overhead RSNS are Caltrans specifications typically 18 x 72 double faced aluminum channel construction

<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/specs/G8-1.pdf>

9. Q: There are several line items that do NOT call out a size, such as Line #177 (R31) per specification there is only one size of 14x20.5; is this the size that should be used?

A: Yes

10. Q: Since there are multiple sizes that can be used per specification, please provide the size for the following items;

- |             |           |
|-------------|-----------|
| a. Line 152 | Disregard |
| b. Line 202 | 12x24     |
| c. Line 206 | 30x30     |
| d. Line 213 | Delete    |
| e. Line 214 | Delete    |
| f. Line 215 | Delete    |
| g. Line 216 | Delete    |
| h. Line 217 | Delete    |
| i. Line 218 | 24 x 30   |
| j. Line 219 | 24 x 30   |
| k. Line 220 | Delete    |
| l. Line 223 | 24 x 30   |
| m. Line 249 | 48 x 30   |
| n. Line 251 | 5 x 7     |
| o. Line 261 | 24 x 18   |
| p. Line 262 | 36 x 18   |

Addendum No. Five – ITB LB16-029 Signs

q. Line 263	30 x 36
r. Line 296	36 x 48
s. Line 304	24 x 24
t. Line 305	24 x 18
u. Line 306	24 x 24
v. Line 307	24 x 18
w. Line 308	24 x 24
x. Line 309	24 x 18
y. Line 310	24 x 24
z. Line 311	24 x 18
aa. Line 316	30 x 14
bb. Line 317	24 x 30
cc. Line 320	48 x 60
dd. Line 321	24 x 30
ee. Line 322	24 x 30
ff. Line 324	24 x 30
gg. Line 325	24 x 30
hh. Line 326	48 x 30
ii. Line 327	30 x 30
jj. Line 328	48 x 30
kk. Line 329	30 x 42
ll. Line 330	30 x 36
mm. Line 331	30 x 30
nn. Line 402	18 x 24
oo. Line 501 –	Blk on F-Y/G 24 x 36
pp. Line 572	12 x 6
qq. Line 573	12 x 6
rr. Line 574	12 x 6
ss. Line 575	12 x 6
tt. Line 576	6 x 12
uu. Line 585	24 x 30
vv. Line 611	7 ½ x 2

11.Q: Line 631 Provide color #/ Product #.

A: Match - [http://solutions.3m.com/wps/portal/3M/en\\_US/Oil-Gas\\_NA/3M-Oil-and-Gas/oil-and-gas-products/~13M-High-Intensity-Prismatic-Reflective-Sheeting-3935-Blue-36-in-x-50-yd?N=8704821+4294927432&rt=d](http://solutions.3m.com/wps/portal/3M/en_US/Oil-Gas_NA/3M-Oil-and-Gas/oil-and-gas-products/~13M-High-Intensity-Prismatic-Reflective-Sheeting-3935-Blue-36-in-x-50-yd?N=8704821+4294927432&rt=d)  
Or equivalent

12. Q: Line 632 Provide color #/ Product #

A: Delete (Duplicate of #631).

13.Q: Line 646 White EC – provide Product number.

Addendum No. Five – ITB LB16-029 Signs

A: Orange Match [http://solutions.3m.com/wps/portal/3M/en\\_US/Oil-Gas\\_NA/3M-Oil-and-Gas/oil-and-gas-products/~1/3M-Diamond-Grade-DG-Reflective-Sheeting-4084-Fluorescent-Orange-48-in-x-50-yd?N=8704821+4294928053&rt=d](http://solutions.3m.com/wps/portal/3M/en_US/Oil-Gas_NA/3M-Oil-and-Gas/oil-and-gas-products/~1/3M-Diamond-Grade-DG-Reflective-Sheeting-4084-Fluorescent-Orange-48-in-x-50-yd?N=8704821+4294928053&rt=d)  
Or equivalent.

14. Line 648 calls out FCAL (Nippon) and 1150 which is 3M; which product is to be quoted?

A: Equivalent sheeting manufacturer anti-graffiti coating.

15. Q: Line 648 calls out product with watermark, please explain?

A: Typical. Some products contain watermark on clear sheeting to identify material.

16. Q: Per bid instructions, all sheeting should be Type III but some line items call for Florescent Yellow Green, this color is not available in Type III; please provide type of sheeting to be used for this color series?

A: MINIMUM sheeting for all signs is Type III. Note sheeting type on those signs.

Prepared By: Anne Takii Date: April 5, 2016  
Buyer I

Acknowledged By: Safeway Sign Company  
Company Name

Mark Johnson  
Print Name

G. M.  
Title

Mark Johnson  
Signature

5/25/2016  
Date

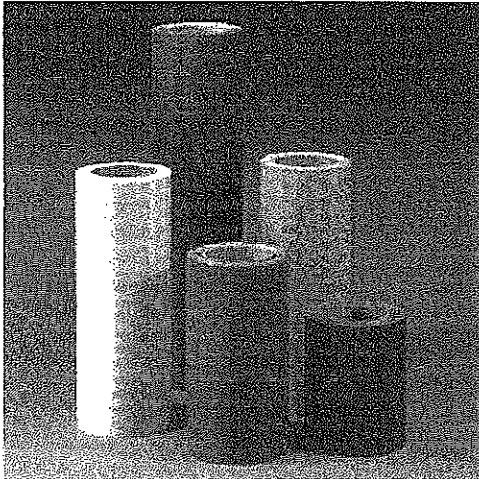


## Oil & Gas

[United States](#) > [Safety](#) > [Oil & Gas](#) > [All 3M Products](#) > [Industry and Professionals](#) > [Traffic Safety and Security](#) > [Roadway Safety](#) > 3M™ High Intensity Prismatic Reflective Sheeting 3935 Blue, 36 in x 50 yd

# 3M™ High Intensity Prismatic Reflective Sheeting 3935 Blue, 36 in x 50 yd

3M ID 75030121794 UPC# 00051135307717



Series 3930 prismatic sheeting with pressure sensitive adhesive is a reflective sheeting with a unique construction providing high levels of retroreflectivity for multiple traffic situations. Series 3930 sheeting provides long-term reflectivity and durability with excellent life cycle costs. Exceeds ASTM D 4956 Spec Type III and IV.

- Durable - tougher topcoat aids against scuffs and scratches
- Improved optical package increases nighttime visibility
- Meets multiple specifications
- Excellent choice for FHWA Minimum Retroreflectivity Compliance

• [Print](#)

### Need Help?

• [Share](#)

[Questions? We can help](#)  
[Contact Us](#)

[Like](#) Sign Up to see what your friends like.

## Overview Documents

Not only is 3M high intensity prismatic sheeting bright and durable, it's better for the environment. The manufacturing process for prismatic sheeting reduces VOC emissions by 97 percent and energy consumption by 72 percent compared to glass bead-type sheeting.

- Permanent Traffic Signage
- Work zone devices and signage
- Vertical Delineators
- Permanent Traffic Signage

## Specifications

<b>Adhesive Type</b>	Pressure-sensitive
<b>Application Instructions</b>	See Product Bulletin
<b>Applications</b>	Guide signs, Rural roads, Traffic control devices, Urban roads
<b>Availability</b>	Non-Standard
<b>Brand</b>	3M
<b>Certifications and Specifications</b>	ASTM III, ASTM Type IV
<b>Color</b>	Blue
<b>Durability</b>	10 years
<b>Imaging Method</b>	Screen Print

<b>Length</b>	50 Linear Yard
<b>Liner</b>	Yes
<b>Performance Level</b>	High Intensity Grade
<b>Reflective Traffic Signage Products</b>	Durable Signage
<b>Size</b>	Sheets
<b>Substrates</b>	Aluminum
<b>Trademark</b>	3M
<b>Width</b>	36 Inch

**Industry Solutions**

- Upstream
- Midstream
- Downstream

**Products**

- Abrasives & Tools
- Advanced Materials & Additives
- Asset Protection, Security, and Tracking
- Communication & Networking
- Electronics & Electrical Supplies
- Environmental & Workplace Safety
- Graphics, Sign & Architectural Films
- Industrial Adhesives & Tapes
- Industrial Cleaners
- Personal Safety & Protective Equipment

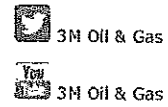
**About 3M Oil & Gas**

- News
- Global Oil & Gas Team
- Sustainability
- Interactive Solutions Map
- Improving Productivity
- Extending the Life of Critical Assets
- Protecting People & Their Environment

**Support**

- Customer Service  
1-866-279-1281
- Information and Resources
- Contact Us

**Follow Us**



**3M Oil and Gas**

3M Worldwide Headquarters  
 3M Center, Building 223-2W-16  
 St. Paul, MN 55144-1000



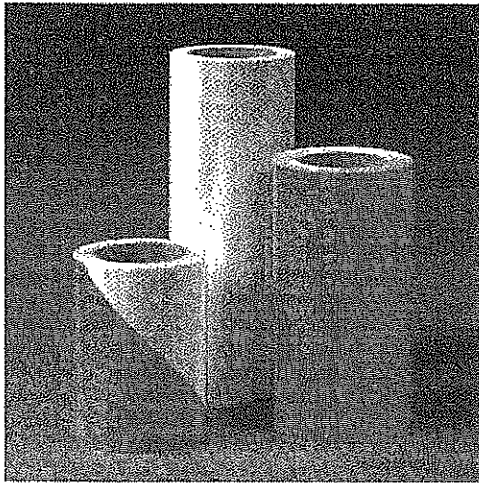
## Oil & Gas

[Industry Solutions](#) [Products](#) [Resources](#) [About 3M Oil & Gas](#)[Contact Us](#)

[United States](#) > [Safety](#) > [Oil & Gas](#) > [All 3M Products](#) > [Industry and Professionals](#) > [Traffic Safety and Security](#) > [Roadway Safety](#) > 3M™ Diamond Grade™ DG<sup>3</sup> Reflective Sheeting 4084 Fluorescent Orange, 48 in x 50 yd

# 3M™ Diamond Grade™ DG<sup>3</sup> Reflective Sheeting 4084 Fluorescent Orange, 48 in x 50 yd

3M ID 75030132551 UPC# 00051135340806



3M™ Diamond Grade™ Reflective Sheeting offers industry-leading retroreflectivity, conspicuity and legibility because of its highly efficient retroreflective optics. It helps improve safety by providing higher luminance values at distances most critical to drivers.

- Accommodates visual needs of older drivers
- Performs at high observation angles and wide entrance angles; accommodates drivers of large vehicles
- Helps overcome reduced sign illumination from VOA headlights
- Offers excellent life-cycle value
- Short, medium and long sight distances
- Disadvantaged sign placement locations such as overhead or left shoulder
- Fluorescent orange for added visibility during dawn, daytime, dusk and inclement weather

[Print](#)

### Need Help?

[Share](#)

[Questions?](#) We can help  
[Contact Us](#)

[Like](#) [Sign Up](#) to see what your friends like.

## Overview Documents

Full-cube, microprismatic optics are nearly 100% efficient, resulting in sheeting that returns 58% of available light--double the efficiency of truncated cube corners.

- Short, medium and long sight distances
- Disadvantaged sign placement locations such as overhead or left shoulder
- Short, medium and long sight distances

## Specifications

<b>Adhesive Type</b>	Pressure-sensitive
<b>Application Instructions</b>	See Product Bulletin
<b>Applications</b>	Construction work zones
<b>Availability</b>	Standard
<b>Brand</b>	Diamond Grade
<b>Certifications and Specifications</b>	ASTM Type XI
<b>Color</b>	Fluorescent Orange
<b>Construction</b>	Full-cube prismatic
<b>Length</b>	50 Linear Yard

<b>Liner</b>	Yes
<b>Performance Level</b>	Diamond Grade
<b>Reflective Traffic Signage Products</b>	Temporary Traffic Control Signage
<b>Size</b>	Sheets
<b>Substrates</b>	Aluminum
<b>Trademark</b>	Diamond Grade
<b>Width</b>	48 Inch
<b>Work Zone Signs &amp; Devices Products</b>	Reflective Sheeting for Rigid Signs

**Industry Solutions**

- Upstream
- Midstream
- Downstream

**Products**

- Abrasives & Tools
- Advanced Materials & Additives
- Asset Protection, Security, and Tracking
- Communication & Networking
- Electronics & Electrical Supplies
- Environmental & Workplace Safety
- Graphics, Sign & Architectural Films
- Industrial Adhesives & Tapes
- Industrial Cleaners
- Personal Safety & Protective Equipment

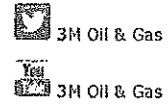
**About 3M Oil & Gas**

- News
- Global Oil & Gas Team
- Sustainability
- Interactive Solutions Map
- Improving Productivity
- Extending the Life of Critical Assets
- Protecting People & Their Environment

**Support**

- Customer Service  
1-866-279-1281
- Information and Resources
- Contact Us

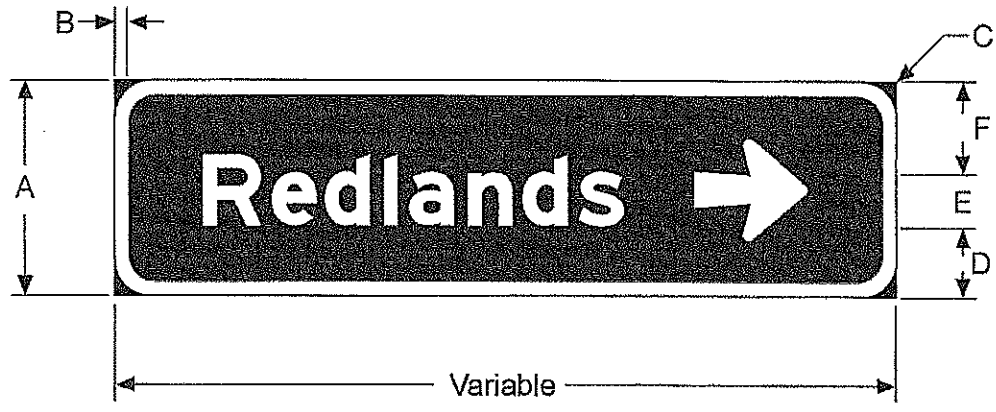
**Follow Us**



**3M Oil and Gas**

3M Worldwide Headquarters  
 3M Center, Building 223-2W-16  
 St. Paul, MN 55144-1000





NOTE:  
The arrow is centered vertically on the message and may be placed vertical, horizontal or diagonal on either side of the message.

SIGN SIZE (Inches)	DIMENSIONS (Inches)					
	A	B	C	D	E	F
Var x 12	12	1/2	1-1/2	4	4C	4
Var x 18	18	1	3	6	6&4-1/2E(M)	7-1/2
Var x 24	24	1-1/4	3	8	8&6E(M)	10

SIGN SIZE (mm)	DIMENSIONS (Millimeters)					
	A	B	C	D	E	F
Var x 305	305	13	38	102	100C	103
Var x 457	457	25	76	152	150&113E(M)	192
Var x 610	610	32	76	203	200&150E(M)	257

**COLORS**  
**BORDER & LEGEND - WHITE (REFLECTIVE)**  
**BACKGROUND - GREEN (REFLECTIVE)**

- THE POLICY FOR INTENDED USAGE OF THIS SIGN IS SHOWN ON REVERSE SIDE -



City of Long Beach

---

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

4/5/16

NOTICE TO BIDDERS

ADDENDUM NO. 4: Due Date Extension

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This addendum is for informational purposes only and does not need to be included in the bid document.**

Due to the volume of questions received, the Q & A will be responded to at a later date and the bid document will be due on **April 20, 2016 by 11:00 AM.**



City of Long Beach

---

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

3/21/16

NOTICE TO BIDDERS

ADDENDUM NO. 3: Due Date Extension

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This addendum is for informational purposes only and does not need to be included in the bid document.**

Due to the volume of questions received, the Q & A will be responded to at a later date and the bid document will be due on **April 6, 2016 by 11:00 AM.**



City of Long Beach

---

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

2/24/16

NOTICE TO BIDDERS

ADDENDUM NO. 2: Due Date Extension

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This addendum is for informational purposes only and does not need to be included in the bid document.**

Due to the volume of questions received, the Q & A will be responded to at a later date and the bid document will be due on **3/23/2015 by 11:00 AM.**



City of Long Beach

---

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

2/2/16

NOTICE TO BIDDERS

ADDENDUM NO. 1: Due Date Extension

ITB-LB16-029

Signs –Traffic, Custom, Poles & Related Supplies

**This addendum is for informational purposes only and does not need to be included in the bid document.**

Due to the volume of questions received, the Q & A will be responded to at a later date and the bid document will be due on **3/2/2015 by 11:00 AM.**