

BID NUMBER PA-03009

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



INVITATION TO BID
Furnish and Deliver Custodial Paper
Products (Citywide)

31455

CONTRACT NO. PA-03009

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: Redlands, Ca ON THE 1st DAY OF September, 2009.
CITY STATE MONTH

COMPANY NAME: P & R Paper Supply Co. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1898 E. Colton Ave CITY: Redlands STATE: Ca ZIP: 92374

PHONE: (909) 794-1108 FAX: (909) 794-1237

S/ Catherine M. Becker Controller
(SIGNATURE) (TITLE)

Catherine M. Becker info@prpaper.com
(PRINT NAME) (EMAIL ADDRESS)

S/ Joseph A. Maiberger CFO
(SIGNATURE) (TITLE)

Joseph A. Maiberger info@prpaper.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH
BY Doni Ann Danell 1/20/10
Director of Financial Management Date

APPROVED AS TO FORM 1-20, 2010.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

Rev 03/05/09

ORIGINAL

P & R PAPER SUPPLY
P.O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1108 • FAX: (909) 794-1237

P & R Paper Supply Company, Inc.

Wholesale Distributors of Paper and Janitorial Products

P.O. Box 590 ~ 1898 E. Colton Avenue, Redlands, CA 92374

Phone (909) 794-1108 ~ Fax (909) 794-1237

www.prpaper.com ~ Email: info@prpaper.com

MINUTES OF THE ANNUAL MEETING OF DIRECTORS OF P & R Paper Supply Company

An annual meeting of the directors of the corporation was held on October 18, 2000 at 03:00 P.M., at Redlands, CA, for the purpose of reviewing the prior year's business, discussing corporate operations for the upcoming year, and for the transaction of any other business that may properly come before the meeting, including: appointment of Catherine M. Becker-Controller as authorized Corporate Officer for the purpose of signing Contracts for Goods and/or Services on behalf of P&R Paper Supply Company.

Joseph Maiberger acted as chairperson, and Anne Kopacz-Mills acted as secretary of the meeting.

The chairperson called the meeting to order.

The secretary announced that the meeting was held and that notice had been waived by all directors entitled to receive notice under the bylaws.

The secretary announced that the following directors were present at the meeting:

Name of Director

Joseph Maiberger- CFO

Mark Maiberger – President

Luke Maiberger – Vice President

Anne-Kopacz-Mills – Secretary

The secretary then announced that the presence of these directors at the meeting represented a quorum of the board of directors as defined in the bylaws of this corporation.

The following persons were also present at the meeting:

Name	Title
Catherine Becker	Controller

The secretary announced that the minutes of the annual meeting held on October 18, 2000 were distributed at the meeting. After discussion, a vote was taken and the minutes of the meeting were approved by the directors in attendance.

Food Service Disposables ~ Wrapping Paper ~ Corrugated Boxes ~ Packaging Materials
Bags ~ Tapes ~ Restaurant Supplies ~ Janitorial Supplies & Equipment

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The following reports were presented at the meeting by the following persons:

Name	Report
FYE 9/30/2000	Salesman Activity

The chairperson announced that the next item of business was the appointment of the officers and of standing committee members of the corporation to another annual term of office. After discussion, the following persons were appointed to serve in the following capacities as officers, committee members or in other roles in the service of the corporation for the upcoming year:

Name	Title
Joseph Maiberger –	CFO
Mark Maiberger –	President
Luke Maiberger –	Vice President
Anne Kopacz-Mills –	Secretary
Catherine Becker –	Controller


On motion duly made and carried by the affirmative vote of all directors in attendance at the meeting, the following resolutions were adopted by directors entitled to vote at the meeting:

Catherine M. Becker, Controller is duly authorized to sign Contracts for Goods and/or Services as a Corporate Officer of P&R Paper Supply Company.

There being no further business to come before the meeting, it was adjourned on motion duly made and carried.

Anne Kopacz-Mills

Secretary



Food Service Disposables ~ Wrapping Paper ~ Corrugated Boxes ~ Packaging Materials
Bags ~ Tapes ~ Restaurant Supplies ~ Janitorial Supplies & Equipment

BID NUMBER PA-03009

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 n/a
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 n/a

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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

- n/a

State of _____

County of _____

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE



INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

INSTRUCTIONS TO BIDDERS

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.)

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.

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

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 Rosie Bouquin at 562-570-7079 for assistance with the form.

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

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

All 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.

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



BID SECTION

ESTIMATED TIMELINE

Bid Release Date:	Thursday, August 20, 2009
Pre-Bid Meeting	Thursday, August 27, 2009 9:00 AM PST
Last Day to Submit Questions:	Tuesday, September 8, 2009 2:00 PM PST
Bids Due:	Thursday, September 17, 2009 11:00 AM PST
Bid Evaluation:	September 17, 2009 – October 1, 2009

MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-bid Conference shall be held for the purpose of answering questions. Information and training on SBE and VSBE programs will be given in the first part of the meeting. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled.**

Pre-Bid Conference

Date: August 27, 2009
Time: 9:00 am
Location: City Hall, Council Chambers (Lobby/Plaza Level)
333 W. Ocean Blvd., Long Beach, CA 90802

Bidders must sign-in at the Pre-Bid Conference.

SUBMITTAL INSTRUCTIONS

The Purchasing Division will accept questions and/or comments in writing. For questions regarding this RFP, submit all inquiries to Lisa Kline via email at lisa.kline@longbeach.gov by September 8, 2009 at 2:00 pm. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than September 10, 2009 at 5:30 pm. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

The bid must be submitted in accordance with the following:

All documents, bidding or not, must be returned to the City in a sealed, opaque envelope marked in the upper left hand corner with the bidder's name and address and addressed as follows:

City of Long Beach
Attn: City Clerk
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

PA03009 Custodial Paper Products
Bid

 ORIGINAL

P & R PAPER SUPPLY
P. O. Box 590
1998 E. Cotton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1108 • FAX: (909) 794-1231

BID SECTION

All blank bid items contained in the Bid Form must be completed.

CONTRACT PERIOD

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

It is agreed that if the City intends to renew this Contract, the City shall so notify Contractor 90 days prior to the expiration date. Contractor shall submit any proposed price adjustments to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase and to cancel the renewal notice if price increases are not acceptable.

No price increase will be allowed during any twelve month contract period.

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

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

DELIVERY SCHEDULE

Delivery shall be made within two calendar days after receipt of order. The ability to deliver sooner may be a factor in award.

The ability to consolidate orders, thereby reducing packaging, limiting truck trips and excess waste, will be a factor in award. Bidders need to demonstrate what their plan is and/or how they are able to consolidate orders and reduce packaging to limit truck trips and decrease waste.

DESK-TOP DELIVERY

"Desk-top delivery" shall be made to locations as required by each using department. Purchase orders and deliveries are not restricted to one (1) delivery location. All locations are located within the City. Bulk shipments to one location will not be accepted.

BID SECTION

DELIVERY INSTRUCTIONS

Prices quoted shall include all delivery and unloading charges to various City departments. Purchase orders are not restricted to one delivery location within the City of Long Beach.

BOND PROVISIONS

Not applicable.

GREEN PRODUCTS

Bidder shall provide pricing for green products in addition to regular product offerings. This includes environmentally-friendly, organic, plant-based, refillable cleaning supplies; reusable or refillable items, avoiding single use, disposable items.

When products are considered green or are from local vendors or regional manufacturers (within 500 miles of Long Beach), product specification should include this information.

GREEN CERTIFICATION

Businesses with "green" certifications for green processes or products are desirable. The certifications may come from local, regional, or federal designating bodies. Bidders should demonstrate their green processes and provide documentation of any green business certifications or green product certifications.

BRAND NAME

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".

The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

BID SECTION

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven (7) working days before bid opening. 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 three (3) working days before bid opening.

BASIS OF AWARD OF CONTRACT

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

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

PRICING

No "minimum orders" will be permitted. Bidders indicating a minimum order will be disqualified.

MAINTENANCE OF ADEQUATE STOCK

Contractor shall maintain adequate stock to make deliveries in accordance with "scheduled order" shipments, and emergency or fill-in orders, as needed by the City. "Scheduled order" shipments may be established by each City department at the beginning of the contract period. These "scheduled order" shipments may be altered at any time during the contract period.

SAMPLES

Contractor may be required to provide samples of items upon request by the City for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with the brand name and manufacturer's stock or product number and must meet the specification requirements. All items shall be subject to approval and acceptance by the City.

ILLUSTRATIVE AND TECHNICAL DATA

BID SECTION

Bidder shall submit illustrative and technical data on Bid items. If quoting an "alternate" or "equal" item, a product specification sheet must be submitted with Bid for the item. Failure to provide technical information may disqualify bid.

REFERENCES

Bidder shall furnish on a separate sheet of paper a list of five current customers, including company name, street address, telephone number, and contact person, for whom bidder has provided similar products. The City intends to contact these customers to determine product reliability, Contractor's performance, and other information. Failure to include customer references may void bid if the City has no prior experience with bidder.

ORDERING INFORMATION

Bidder shall provide information regarding ordering processes. If online ordering is available, please provide this information. Also, if your company has a way of restricting some products, or specifying only certain products for purchase, please include this information.

CATALOGS AND MISCELLANEOUS PURCHASES

Contractor shall submit one copy of its general or master catalog with Bid. The catalog shall be used to purchase items that are not specifically listed in the Bid. Upon award of the Contract, Contractor shall supply additional catalogs to the various City departments as requested.

The various City departments shall be authorized to purchase miscellaneous items not listed herein up to a maximum of \$500.00 per order.

Please specify the percentage discount the City will receive from catalog prices:

25 % Discount Catalog Dated: 2009

Extension option:

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City, in accordance with the option granted in your bid.

P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1108 • FAX: (909) 794-1237



P & R Paper Supply Company, Inc.

Wholesale Distributors of Paper and Janitorial Products

P.O. Box 590 ~ 1898 E. Colton Avenue, Redlands, CA 92374

Phone (909) 794-1108 ~ Fax (909) 794-1237

www.prpaper.com ~ Email: info@prpaper.com

REFERENCES

Loma Linda University Housekeeping

10970 Parkland Street

Loma Linda CA 92354

Contact: Charles Pakpahan - Purchasing 909-558-8679

Contract....current

Patton State Hospital

3012 E. Highland Ave.

Patton CA 92369

Contact: Richard Catt 909-425-7254

Contract....current

Coast Plaza Doctors Hospital

13100 Studebaker Rd

Norwalk CA 90650

Contact: Mark Pelham 562-868-3751, ext 2032

Contract....current

Santa Ana U.S.D.

750 N. Fairview St

Santa Ana CA 92703

Contact: Delores Torres - Purchasing 714-558-5617

Contract....current

Santa Monica College

2121 16th Street

Santa Monica CA 90405

Contact: Sherry Rogers 310-434-4374

Contract....current

P & R PAPER SUPPLY

P. O. Box 590

1898 E. Colton Ave.

Redlands, CA 92374

Ph: (909) 794-1108 • FAX: (909) 794-1237

Food Service Disposables ~ Wrapping Paper ~ Corrugated Boxes ~ Packaging Materials
Bags ~ Tapes ~ Restaurant Supplies ~ Janitorial Supplies & Equipment

 **ORIGINAL**

P & R Paper Supply Company, Inc.

Wholesale Distributors of Paper and Janitorial Products

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Phone (909) 794-1108 ~ Fax (909) 794-1237

www.prpaper.com ~ Email: info@prpaper.com

Order Entry Procedures and Capabilities

- Order entry is accomplished utilizing the following methods. Orders can be placed via web, e-mail, phone, or fax.
 - o Web order Entry – Customers can visit our web-site at www.prpaper.com. After initial customer set-up, customers can access their accounts on-line and place orders for delivery. This process is accomplished utilizing state of the art technology that allows customer access to their individual account and history; as well as our on-line catalog. Please see attached explanation of WebOE process.
 - o E-Mail - Orders can also be placed via e-mail to info@prpaper.com.
 - o Phone - Customers can call P&R Paper Supply Co., at (909) 794-1108 and speak to a Customer Service representative. P & R Paper's phone lines are answered Monday through Friday, from 6:00 am through 5:30 pm.
 - o Fax - Customers can fax P&R Paper directly at (909) 794-1237.

P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92374-1237
Ph: (909) 794-1108 • FAX: (909) 794-1237

Food Service Disposables ~ Wrapping Paper ~ Corrugated Boxes ~ Packaging Materials
Bags ~ Tapes ~ Restaurant Supplies ~ Janitorial Supplies & Equipment

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P&R Paper Supply Company

WEB ORDER ENTRY

Online Order Entry

An order can be entered and submitted through the use of our online order guide. Please use the following steps for online order entry.

Signing onto the System

- Go to website – www.prapaper.com
- Click on “WEB ORDER” button.
- Select P&R Paper office located nearest to your place of business. (Redlands Order or San Diego Order)
- Login with assigned user I.D. and password.
 - Information is case sensitive.

Enter Order

- Click on “START A NEW ONLINE ORDER”.
- Enter P.O. Number (if applicable).
- Enter Special Instructions.
- Delivery instructions or other info – will show up on order.
- Enter Requested Ship Date
- Enter Description.
 - If desired – (for customer reference only).
- Click on “GET STARTED/SELECT ITEMS”
- Click on “SHOW ALL CATEGORIES” to display a complete listing of all items in customer file.
 - o **OR**
- Click on desired categories (listed on the left side of the screen) to view items in your customer file by category.
- Enter quantities into quantity boxes corresponding to the item number desired. Please confirm **UOM** (unit of measure) desired for your order quantity.
 - Tab to the next line, or use mouse to scroll down through items.
- When finished entering items, click on “ADD TO ORDER.”

Verify Order

- Choose – “PLACE ORDER”, or “CONTINUE LATER” (Select one).
 - Place Order
 - Be sure to verify ship-to information – to **SELECT THE APPROPRIATE SHIP-TO ADDRESS**
 - When confirming purchase order, verify that the SHIP-TO address is correct.
 - To change the SHIP-TO address, click the “SHIP” button beside the appropriate address for your location (This is very important and will ensure the delivery of your order to the proper address).
 - Complete requested ship date as needed; if no date is filled in, order will still ship.
 - Please confirm your order and make any changes to special instructions or P.O number.
 - Continue Later
 - Enables you to exit the current Purchase Order while maintaining the data for later review.
 - Enables you to add items to the current order by choosing “review/add items” (for the applicable order) and then selecting additional items by choosing from the applicable category.
 - Can also be used to add multiple P.O.’s or to delete an entire order.

Place Order

- When an order is complete, click “PLACE ORDER NOW”
- Message – “Thank you for your order”.
 - Confirmation of receipt of order is sent to customer via e-mail (address on file).

Log Off

- Select “Log Off” in the top left corner of the screen, to log off the web order entry system.

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P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1108 • FAX: (909) 794-123

BID SECTION

Price increase shall not exceed 8 % during first extension period.
Price increase shall not exceed 8 % during second extension period.

Payment terms: Net 30

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

SALES TAX

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

SUMMARY OF BID ITEMS

SEE ATTACHED

Bidder shall provide pricing for a "Green Alternative" for each item. In the event that the specified item is already a green product, bidder may quote a second green product. If a specified product is not necessarily green, bidder can choose to provide pricing for two different green products, or one non-green and one green product.

BID SECTION

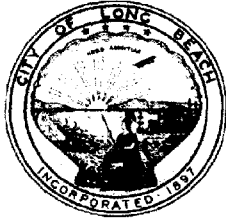
ITEM	DESCRIPTION	BRAND NAME	SIZE	ITEM #	CASE PRICE	UNITS PER CASE	UNIT	# PER UNIT	UNIT PRICE	% RECYCLED CONTENT	EPA COMPLIANT (Y or N)
KLEENEX											
1	Facial Tissue 8X8.4 2 Ply	Soft Touch GSA	3.75 8.25	FT301 TF0810	11.70 17.34	30 30	Box Box	100 100	0.34 0.58	0% 100%	Y Y
TOILET SEAT COVERS											
2	Toilet Seat Cover 1/2 Fold	Harmony	14.5 X 17.44	20250	20.15	20	Package	250	1.00	0%	Y
2A	GREEN ALTERNATIVE	Harmony	14.5 X 17.44	200-5	18.90	20	Package	250	0.95	100%	Y
RAGS											
3	KC Wypall Workhorse X70 - Rag 12 1/2X16.8 - Hydroknit WH	Limberly WAVE	12 1/2 X 16.8	41300	14.32	1	Box	192	10.32	0%	Y
3A	GREEN ALTERNATIVE	NO BID		NO BID	NO BID		Box		NO BID	N/A	N/A
TOILET PAPER											
4	Bath Tissue 4X4.05 1 Ply	Lily	4.25 X 3.15	44000	24.70	90	Roll	1000	0.31	100%	Y
4A	GREEN ALTERNATIVE	Lily	4.25 X 3.15	44000	24.70	90	Roll	1000	0.31	100%	Y
5	Toilet Tissue 4 1/2X4 2 Ply	Soft Touch Lavender	4.5 X 3.75	5T240	24.95	90	Roll	500	0.31	0%	Y
5A	GREEN ALTERNATIVE	Lavender	4.5 X 3.75	44003	21.32	90	Roll	500	0.28	100%	Y
6	Toilet Tissue 3.85X4.05 2 Ply Compact Coreless White	Georgia Pacific	3.85 X 4.1	19318	33.38	18	Roll	1900	1.85	100%	Y
6A	GREEN ALTERNATIVE	Georgia Pacific	3.85 X 4.1	19318	33.38	18	Roll	1500	1.85	100%	Y
ROLLED PAPER TOWELS											
7	Roll Towel 7.99X800Ft 1 Ply	Premium	8 X 500	880BT200	14.55	10	Roll	500'	3.20	0%	Y
7A	GREEN ALTERNATIVE	Premium	8 X 500	880KT200	15.34	10	Roll	500'	2.50	100%	Y
8	Towel 10X800Ft 1Ply GP Emotion High Capacity Epa Compliant Roll WH	Georgia Pacific	10" X 800"	8A440	51.48	10	Roll	500'	8.58	0%	Y
8A	GREEN ALTERNATIVE	Georgia Pacific	10" X 800"	8A450	48.40	10	Roll	500'	8.10	100%	Y

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BID SECTION

9	Towel 8.25X700 FT 1PLY GP Emotion Touchless Roll White	Emotion Pacific	8.25 x 700'	84420	49.92	U	Roll	700'	8.32	0%	Y
9A	GREEN ALTERNATIVE	Emotion Pacific	8.25 x 700'	84430	54.12	U	Roll	700'	9.02	100%	Y
	FOLDED PAPER TOWELS										
9	Towel 10.125X13.15 1PLY C- Fold	Premium	1.5 x 13.15	3388M40	15.08	U	Package	250	0.94	6%	Y
9A	GREEN ALTERNATIVE	Premium	1.5 x 13.15	3388M40	13.24	U	Package	250	0.83	100%	Y

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CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT
Business Relations Bureau

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

PARTICIPATION INSTRUCTIONS

Rev. July 28, 2009

PROJECT:

P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1108 • FAX: (909) 794-1231

July 28, 2009

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 **ORIGINAL**

Small Business Enterprise (SBE) Program ♦ Participation Instructions



SUMMARY

This Small Business Enterprise ("SBE") Program shall apply to all City Manager Departments, in accordance to Ordinance #ORD-09-0005, adopted April 7, 2009 and enacted on May 13, 2009 (Attachment A).

Each prospective bidder who is successful in a bid to provide goods or services to the City must comply with the City's SBE policy.

I. Small Business Enterprise (SBE) Certification *- see attached certificate*

Only those Small Business Enterprises certified by City of Long Beach Business Relations Bureau shall be eligible for the fulfillment of the SBE participation goal. SBE listings may be obtained from the Department of Financial Management, Business Relations Bureau, Purchasing Division. If a Small Business Enterprise elects to compete for city business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the SBE participation goal.

An SBE desiring certification with the City of Long Beach must complete the online certification process. The online certification process can be viewed and completed at the following link:

<http://www.longbeach.gov/purchasing>

Upon receipt, the Business Relations Bureau will review the application and determine SBE certification status. In addition, the vendor will be eligible to receive notices to bid on their selected commodities or services.

II. SBE Participation Goal

The Long Beach City Council has established an overall 20% goal in all procurement categories for Small Business Enterprise program participation with the following City Manager Departments:

- Department of Public Works
- Department of Gas & Oil
- Department of Parks, Recreation and Marine

P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave
Redlands, CA 92373-0207
Ph: (909) 794-1108 • FAX: (909) 794-1233





Certified Small Business Enterprise

Vendor Account Number: 9797

Ms. Hollie Edwards
 P & R PAPER SUPPLY CO.
 P.O. BOX 590
 REDLANDS, CA, 92373

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with a Coalition of Southern California Public Agencies. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

- Metropolitan Water District of Southern California**
- City of San Diego**
- San Diego County Water Authority**
- Minority Business Development Agency**
- Los Angeles Unified School District**
- Port of Los Angeles**
- Los Angeles Community College District**

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 424130
SBE Certificate Effective Date: 02/04/09
SBE Certificate Expiration Date: 02/04/12

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into the NETConnect system, choosing "Edit Profile", and selecting the link to the "Small Business Certification Status".

Sincerely,
 John J. Arena
 Metropolitan Water District of Southern California
 Business Outreach Program Manager

700 N. Alameda Street, Los Angeles, California 90012 Mailing Address: Box 54153, Los Angeles, CA 90054-0153 Telephone (213) 217-7444

P & R PAPER SUPPLY
 P. O. Box 590
 1898 E. Colton Ave.
 Redlands, CA 92373-0201
 Ph: (909) 794-1108 • FAX: (909) 794-2373

https://vendors.planetbids.com/NETConnect/SBC_Approval.cfm

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The exception of goals established by the Manager of Business Relations Bureau on a contract-by-contract basis based on market availability and useful function within the contract.

The SBE Participation goal can be achieved in the following manner(s):

- a) **Non-SBE prime contractors/consultants** shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- b) **SBE & LSBE prime contractors/consultants** are deemed to have met the SBE component of the combined SBE/LSBE participation goal, but shall meet the VSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- c) **VSBE prime contractors/consultants** are deemed to have met both components of the combined SBE/VSBE participation goal.



I. SBE, VSBE and LSBE Eligibility

- a) **SBE** eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards either by the average gross annual revenue or by the number of employees, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at www.sba.gov/ca/la. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$33.5 million; specialty trade contractor \$14.0 million; engineering services \$4.5 million.
- b) **VSBE** eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation. The current guidelines for this designation can be accessed on the State of California's website at <http://www.pd.dgs.ca.gov/smbus/default.htm>.
- c) Local Small Business Enterprise (**LSBE**) eligibility shall be determined by the criteria established in Municipal Code section 2.84.030, subdivisions (1) and (2), <http://www.municode.com/resources/gateway.asp?pid=16115&sid=5> in addition to the SBE eligibility criteria described in section a, above.

P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1188 Fax: (909) 794-1231

July 28, 2009

Small Business Enterprise (SBE) Program ♦ Participation Instructions

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Good Faith Effort Evaluation Criteria for Contracts

A proposer whose proposal/SOQ fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort (GFE) is demonstrated. The GFE should be submitted in a letter or memo showing the following information and attaching the related documentation in the bid packet. The following criteria shall be used in evaluating a proposer's GFE:

1. **Attend Pre-Proposal Meeting:** The proposer submitted written evidence that he/she attended the pre-proposal conference.

Tip: To receive credit for attending the pre-proposal meeting, the attendee must be a person who will be directly involved with the project, i.e., owner, project manager, etc. A copy of the sign-in sheet must be submitted. If no pre-proposal meeting is held, the proposer will receive 10 points credit for this criterion.

2. **Subdivide the Work:** The proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements (combined SBE/VSBE/LSBE goal established for that contract).

Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE, VSBE and LSBE participation. For example:

Name of Project: Pipeline Relocation Design
Work Elements: Civil engineering – 70%
Geotechnical – 10%
Structural engineering – 10%
Mechanical engineering – 10%

3. **Advertise:** The proposer submitted written evidence of commercial advertising for small business subconsultants, subcontractors, vendors and/or suppliers at least 14 calendar days prior to the proposal/SOQ due date. A copy of the advertisement, showing the advertisement date(s), name of publication, type of work and amount of work being solicited, must be provided.

Tip: A copy of the advertisement must be provided, including the date(s) of advertisement and name of the publication.

4. **Use Public Databases:** The proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, small business, minority business, and

July 28, 2009

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women-owned business associations, and chambers of commerce to help solicit small businesses. In addition, databases from the agencies below are available.

- Metropolitan Water District
<http://www.mwdh2o.com/mwdh2o/pages/business/business01.html>
- Los Angeles Community College District
http://www.build-laccd.org/bidding_and_contracting/index.asp?pg=oa

5. **Provide Relevant Information to Small Businesses:** The proposer submitted written evidence that he/she has provided interested small businesses with information about the requirements of the contract at least 14 calendar days prior to the proposal/SOQ due date.

Tip: Submitting the information included in the ad copy and also in direct written solicitations satisfies this requirement.

6. **Directly Solicit Small Businesses:** The proposer submitted written evidence of directly soliciting small business subconsultants. A copy of the written notices sent directly to SBEs, VSBES and LSBES must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

Tip: Written evidence must include the following information: name of agency, name of project, company name, scope of work required, date of contact, method of contact (in-person, phone, fax, email), person contacted, result of contact (waiting for response, waiting for proposal/SOQ, left message, no answer, etc.).

7. **Conduct Follow-Up:** The proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the proposal/SOQ.

Tip: Follow-up activities must include documentation of repeat contact efforts if the first contact was unsuccessful.

8. **Offer Assistance:** The proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

Tip: Negotiations include give-and-take by both parties with the intention of reaching a mutually satisfactory agreement. This includes responding in writing to proposals/SOQs from small businesses.

9. **Negotiate:** The proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were

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Small Business Enterprise (SBE) Program ♦ Participation Instructions

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negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.)

Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy and also in direct written solicitations satisfies this requirement.

10. **Document proposal (price) and negotiation results:** For any negotiations which were unsuccessful and/or proposals received but not accepted, the proposer submitted the unsuccessful proposer's company name, telephone number, contact person, price proposed, and the reason for rejecting the proposal. If price was the reason for rejecting the proposal, the proposer listed the price proposed by both the SBE/VSBE and the low proposer for that element of work.

Note: For successful proposals/SOQs, Contractor must submit the name of the successful proposer(s) on COLB Form SBE-2P - SBE/VSBE Commitment Plan for Professional Services Contracts. Please refer to the ITB or RFP for submittal deadlines.

Each of the 10 criteria will be assigned 10 points and will be graded with 0 or 10 points; there is no partial credit. The proposer must achieve a score of 70 out of a possible 100 points in order for the SBE Administrator to determine that the proposer has made an acceptable GFE.

SBE/VSBE/LSBE Commitment Plan

For SBE designated contracts, prime contractors must submit a completed SBE Commitment Plan Form (Attachment B) to the City of Long Beach, Business Relations Bureau listing information for each SBE used for contract goal satisfaction or a good faith effort explaining why the goal could not be reached. The Business Relations Bureau will approve the initial SBE commitment or good faith effort submitted by the prime contractor. The Business Relations Bureau office is responsible for approving any revisions to the contract SBE commitment approved by City of Long Beach.

For a prime contractor to request a revision to its approved contract SBE commitment, it must submit a Substitution Replacement Form (Attachment C) to the City for approval. (Contact Business Relations Bureau at [562] 570-6200 for more information on this form.) Upon receipt of this form, the City will implement the following procedure:

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1. Contact the SBE subcontractor being terminated or replaced to verify information provided by the prime contractor.
2. Do not consider a more advantageous subcontract with another subcontractor as a valid reason for SBE subcontractor termination or replacement.
3. Ensure the substitution procedure outlined in the contract SBE Special Provision is followed prior to approving the termination or substitution of an approved SBE subcontractor.
4. Obtain a completed SBE Commitment Plan form from the prime contractor with original prime contractor and SBE subcontractor signatures, for any new or replacement SBE subcontractors to be added to the previously approved contract SBE commitment. Ensure the following information is included with the SBE Commitment Plan form:
 - o items and quantity of work to be performed
 - o materials being supplied
 - o dollar value of subcontract, materials or services
 - o total amount of SBE commitment
 - o if the SBE is a material supplier, an explanation of the function performed
5. Notify the prime contractor and the Business Relations Bureau of the approval or denial of the SBE commitment revision. Forward the COLB Substitution/Change Form, the appropriate letter, and any file documentation to the prime contractor and BOP.

Notify the Business Relations Bureau if the SBE commitment revision request is not approved, and the prime contractor is in non-compliance with the contract SBE requirements.

INSTRUCTIONS FOR COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONTRACTS

INSTRUCTIONS FOR SECTION 2

1. List all SBE/VSBE/LSBE subconsultants, vendors, suppliers, and other businesses that will render materials or services under this contract. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database, accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.

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5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:

- a. locating the SBE/VSBE/LSBE on via the small business search function; and/or
- b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.

6. Lower tier SBE/VSBE/LSBE subcontractors/subconsultants and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subconsultants must also be listed to receive participation credit. **See examples listed in the table in Section 2.**

7. The City reserves the right to request proof of payment from the prime contractor/subconsultant to the lower tier sub/vendor/supplier prior to contract close-out.

8. All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be render for the contract.

9. All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.

10. When listing the total dollar value of each SBE's/VSBE's/LSBE's subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.

11. Use multiple copies of this form if necessary.

CONTACT INFORMATION

For questions or assistance, please contact the Business Relations Bureau:

Department of Financial Management
Business Relations Bureau
333 W. Ocean Blvd., 7th Floor
Long Beach, CA 90802
(562) 570-6200 Telephone
(562) 570-5099 Fax
Email: sbe@longbeach.gov

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ORDINANCE NO. ORD-09-0005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH RELATING TO A SMALL, VERY SMALL AND LOCAL SMALL BUSINESS ENTERPRISE PILOT PROGRAM FOR CERTAIN CITY CONTRACTS WITH SPECIFIED CITY DEPARTMENTS, AND MAKING A DETERMINATION RELATED THERETO

WHEREAS, the economic health of the City depends on the strength of all its businesses, including small, very small and local small businesses that are sometimes unable to compete with large-scale enterprises for City contracts; and

WHEREAS, the City desires to strengthen the City's economic base by increasing the participation of small, very small and local small businesses in City contracts; and

WHEREAS, in order to assure an effective outcome, a "pilot program" for a period of one (1) year will be undertaken for specified City departments for applicable City contracts and procurement opportunities;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

Section 1. The City Council hereby adopts Exhibit "A," setting forth the City of Long Beach Small, Very Small and Local Small Business Enterprise Program (the "Program"), attached hereto and incorporated herein by this reference.

Section 2. The Program shall expire one (1) year from the date of adoption of this ordinance, unless extended.

Section 3. The City Council hereby finds and determines that Exhibit "A" is statutorily exempt from the provisions of the California Environmental Quality Act.

///

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664



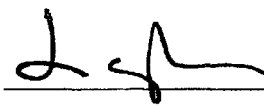
1 Section 4. The City Clerk shall certify to the passage of this ordinance by
2 the City Council and cause it to be posted in three (3) conspicuous places in the City of
3 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the
4 Mayor.

5 I hereby certify that the foregoing ordinance was adopted by the City
6 Council of the City of Long Beach at its meeting of April 7, 2009, by the
7 following vote:


8
9 Ayes: Councilmembers: S. Lowenthal, DeLong, Schipske,
10 Andrews, Reyes Uranga, Gabelich,
11 Lerch.

12
13 Noes: Councilmembers: None.

14
15 Absent: Councilmembers: O'Donnell.

16
17
18 
19 _____
City Clerk

20
21
22 Approved: 4/12/09
23 (Date)

24
25
26 
27 _____
Mayor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664



EXHIBIT A

The City of Long Beach Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Local Small Business Enterprise (LSBE) Pilot Program (the "Program").

1.0 Applicability

The Program shall apply to all applicable construction contracts, professional services contracts, and procurement activities undertaken by City of Long Beach Departments of Public Works and Parks, Recreation and Marine, funded with City general fund revenues and/or federal funds, except those subject to 49 CFR 26, "Disadvantaged Business Enterprises (DBE) Program" or those requiring compliance with the City's Section 3 program, and the Department of Gas and Oil, funded with gas or oil revenue. The Program shall not apply to projects or purchases using Tidelands funds or funds from the South East Resource Recovery Facility (SERRF) or projects performed by oil contractors Thums and Tidelands.

2.0 Policy

2.1 The City shall promote utilization of Small Business Enterprises (SBEs), Very Small Business Enterprises (VSBEs) and Local Small Business Enterprises (LSBEs) on construction contracts, professional services contracts, and purchase orders.

2.2 The goal of the Program is to provide the City with more competition, lower costs, and better community participation by reducing barriers to small and local business participation in the City's contracting and procurement process.

2.3 The Program shall be administered in a streamlined and cost effective manner by the City's Business Services Manager, operating under the appropriate bureau managing director, division director, and section manager.

2.4 For the Department of Parks, Recreation and Marine, VSBE participation will not be tracked separately from SBE participation, due to the large number of small contracts (less than \$100,000) and the administrative costs of tracking SBEs and VSBEs separately.

3.0 Program Structure

The Program was established by an ordinance adopted on _____, 2009 by the City Council of the City of Long Beach, and became effective on _____, 2009.

4.0 Program Applicability to Non-SBE Firms, SBE Firms and VSBE Firms

4.1 Non-SBE prime contractors/consultants/vendors shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.1.1 The Department of Public Works shall identify and may exempt from the requirements of this Program any project requiring compliance with the City's Section 3 Program, established by federal court consent decree. In cases where a determination is made to exempt a project due to the Section 3 requirements, submission of a Good Faith Effort shall not be required for a bid or proposal to be deemed responsive.

4.2 SBE prime contractors/consultants/vendors, certified through the City's online SBE/VSBE/LSBE database and verified by the City, are deemed to have met the SBE component of the combined SBE/VSBE/LSBE participation goal, but shall meet the VSBE component for the goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.3 City-certified SBE prime contractors/consultants/vendors who also qualify as a Very Small Business Enterprise (VSBE) based upon the Business Services Manager's review of qualifying information are deemed to have met both components of the combined SBE/VSBE/LSBE participation goal.

4.4 The City encourages all prime contractors/consultants/vendors to utilize small business subcontractors and subconsultants, whether at a first tier or lower tier sub level, as well as vendors and suppliers. Lower tier subs and vendors/suppliers must provide services/materials directly related to the project or they will not qualify to meet the goal.

5.0 SBE, VSBE and LSBE Eligibility

5.1 SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at www.sba.gov/ca/la. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$31.0 million; specialty trade contractor \$13.0 million; engineering services \$4.5 million.

5.2 VSBE eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation.

5.3 Local Small Business Enterprise (LSBE) eligibility shall be determined by the criteria established in section 2.84.030, subdivisions (1) and (2), in addition to the SBE eligibility criteria described in section 5.1, above.

6.0 Annual SBE/VSBE/LSBE/LSBE Goals, Individual Contract Goals, Division Goals

6.1 For the first year of the Program, annual City-wide SBE/VSBE/LSBE goals for participation shall be twenty percent (20%) for procurement and contracting of services, which include ten percent (10%) general SBE participation; five percent (5%) LSBE participation and five percent (5%) VSBE participation.

6.2 In order to meet the established goals, the Program Manager for each contract will consult with the Business Services Manager. Goals may be adjusted due to the number of qualified SBE/VSBE/LSBE firms available to provide the required services. If the dollar value of the work elements of a contract that can be performed by SBEs, VSBEs and/or LSBEs is high, the contract will have a higher SBE, VSBE and/or LSBE participation goal than one where only a small portion of the work could be competitively performed by SBEs, VSBEs or LSBEs.

6.3 The following is a method for determining SBE/VSBE/LSBE contract goals. Starting with a detailed cost estimate for each contract, the contract Program Manager will identify the types and amounts of work to be performed in the contract using universal codes established by the North American Industrial Classification System (NAICS). The Business Services Manager will research government and City databases and locate potential small

businesses for each work discipline. The goals are then established based on two factors: (1) the number of SBEs/VSBEs/LSBEs available to perform a work discipline; and (2) the amount of work in the contract scope that the discipline represents.

6.4 For City contracts that do not have an assigned contract-specific SBE/VSBE/LSBE goal, additional targeted outreach to SBEs/VSBEs/LSBEs will be conducted, and every effort will be made to award the work to a small business.

6.5 Certain categories of work are exempted from the Program requirements for compelling reasons after consultation with the Business Services Manager and approval by appropriate division director.

7.0 Definitions of "Subcontractor" and "Vendor/Supplier"

7.1 A "Subcontractor" is defined as an individual, firm, or entity having a direct contract with the prime contractor or with any other subcontractor to perform a portion of the subject contract. A subcontractor must have a valid State of California Contractor's License to the extent required by law.

7.2 A "Vendor/Supplier" is defined as an individual, firm, or entity providing materials or supplies directly to the subject contract. For a prime contractor to receive participation credit for utilizing an SBE/VSBE/LSBE vendor or supplier under the City's SBE/VSBE/LSBE Program, the materials/supplies must be directly applicable to the subject contract or City facility.

8.0 City's SBE/VSBE/LSBE Database: Vendor Registration and SBE Certification

8.1 All firms (large and small) wishing to do business with the City are strongly encouraged to register with the City's online database. Vendor registration is relatively simple and quick. A link to vendor registration is provided from the SBE/VSBE/LSBE Program page on the City's website.

8.2 All SBE/VSBE/LSBE firms listed on a City contract (prime contractor/consultant, subcontractors/subconsultants, vendors and suppliers) are required to register with, and obtain SBE certification from, the City's online vendor database, in order to receive credit toward the established SBE/VSBE/LSBE goal for that contract.

8.3 For the prime contractor/consultant to receive credit for a small business as part of the prime's commitment to meeting the established SBE/VSBE/LSBE goal for a contract, the SBE must be certified by the due date of the prime's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- or SBE-).

8.4 To apply for VSBE status, the small business must check the "VSBE" box on its online SBE certification application. Separate VSBE certifications will not be issued. The City will determine VSBE eligibility at the time of review of the prime contractor's/consultant's SBE/VSBE/LSBE Commitment Plan.

8.5 Prior to contract award, SBE, VSBE and LSBE status shall be verified and may be audited by the City.

9.0 Bidders' Commitment to Meeting the Established SBE/VSBE/LSBE Participation Goals

9.1 All construction contract bidders shall submit a completed SBE/VSBE/LSBE Commitment Plan for Construction Contracts indicating the dollar value and percentage of SBE/VSBE/LSBE contract participation.

9.2 The City may, in its discretion, allow bidders up to three (3) additional business days to submit Good Faith Effort documentation. A bidder that does not meet the SBE/VSBE/LSBE participation goals and does not submit its GFE documentation is declared non-responsive and may forfeit its bidder's bond.

9.3 If all three lowest bidders are declared non-responsive, the fourth-lowest bidder shall submit its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE-) within 48 hours of written request by the City. The bidder's Commitment Plan will be evaluated by the Business Services Manager. If the bidder does not meet the combined SBE/VSBE/LSBE participation goal established for that contract, the bidder shall submit its Good Faith Effort documentation within 48 hours of request by the City.

9.4 Bidders that do not meet the SBE, VSBE or LSBE participation goal shall be deemed non-responsive unless they demonstrate that they have made an acceptable Good Faith Effort to meet the SBE/VSBE/LSBE participation goals.

9.5 Within three business days of being informed by the City that a firm is non-responsive because it has failed to meet the SBE/VSBE/LSBE participation goal and has not documented an acceptable Good Faith Effort (GFE), the bidder may request administrative reconsideration. The bidder shall make this request in writing to appropriate Managing Director who will serve as the SBE Reconsideration Official. The SBE Reconsideration Official will not be involved in the initial evaluation of the bidder's GFE. Contractors shall forfeit their right for reconsideration if they fail to act within three business days.

9.6 The reconsideration process provides an opportunity for the affected bidder to meet with the SBE Reconsideration Official to discuss the basis of the City's determination of non-responsiveness. The SBE Reconsideration Official will send the affected bidder a written decision on reconsideration, via certified mail, explaining the basis for finding that the bidder did or did not meet the participation goal or demonstrate an acceptable Good Faith Effort.

10.0 Proposers' Compliance with SBE/VSBE/LSBE Participation Goals

10.1 All proposers shall submit, with their proposal or Statement of Qualifications, a completed COLB Form SBE- : SBE/VSBE/LSBE Commitment Plan for Professional Services Contracts, indicating the estimated dollar value and percentage of SBE/VSBE/LSBE contract participation. This will demonstrate the proposer's ability or intent to meet the SBE/VSBE/LSBE participation goals.

10.2 If, during the evaluation process, the City finds that the proposer was unable to show ability or intent to meet the SBE/VSBE/LSBE goals assigned to the project, the proposer will be required to submit a Good Faith Effort in order to continue in the selection process.

10.3 Consultants shall indicate SBE/VSBE/LSBE participation levels prior to receiving authorization for a work task.

10.4 After negotiations have been completed and the Consultant contract is executed, achieving the SBE/VSBE/LSBE goal is a contractual commitment and can only be altered with

written approval of the appropriate City division director, for unusual instances such as a change in scope of services.

11.0 Bidder and Proposer Compliance with Good Faith Effort Evaluation Criteria

A bidder/proposer whose bid or proposal fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort is demonstrated. The following criteria shall be used in evaluating a bidder's/proposer's GFE:

11.1 Attend Pre-Bid/Pre-Proposal Meeting: The bidder/proposer submitted written evidence that he/she attended the pre-bid conference or pre-proposal meeting.

11.2 Subdivide the Work: The bidder/proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the bidder's/proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements.

11.3 Advertise: The bidder/proposer submitted written evidence of commercial advertising for small business subcontractors/subconsultants at least 14 calendar days prior to the bid/proposal due date. A copy of the advertisement showing the advertisement date(s), name of publication, type of work and amount of work that is being solicited, must be provided.

11.4 Use Public Databases: The bidder/proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, shall business, minority business, and women-owned business associations, and chambers of commerce to help solicit subcontractors.

11.5 Provide Relevant Information to Small Businesses: The bidder/proposer submitted written evidence that he/she has provided interested small business with information about the requirements of the contract, and how to obtain plans and specifications, at least 14 calendar days prior to the bid/proposal due date.

11.6 Directly Solicit Small Businesses: The bidder/proposer submitted written evidence of directly soliciting for small business subcontractors/subconsultants. A copy of the written notices sent directly to SBEs, VSBEs and LSBEs must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

11.7 Conduct Follow-Up: The bidder/proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the bid/proposal.

11.8 Offer Assistance: The bidder/proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

11.9 Negotiate: The bidder/proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.).

11.10 Document Bid and Negotiation Results: For any negotiations which were unsuccessful and/or bids/proposals received but not accepted, the bidder/proposer submitted the unsuccessful bidder's/proposer's company name, telephone number, contact person, price bid (if applicable), and the reason for rejecting the bid or proposal. If price is the reason for

rejecting the bid/proposal, list the price bid by both the SBE/VSBE/LSBE and the low bidder for that element of work.

Each of the 10 criteria will be assigned 10 points. The bidder/proposer must achieve a score of 70 out of a possible 100 points in order for the Business Services Manager to determine that the bidder/proposer has made an acceptable Good Faith Effort (GFE).

For detailed GFE submittal instructions and specific examples, log on to www._____ and click on "Good Faith Effect Evaluation criteria and Submittal Instructions."

12.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Construction Contracts

12.1 During the term of the contract, the prime Contractor shall be required to utilize all Subcontractors (as defined in Section 7.0 of this document) listed on its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE-), in the amount and percentage specified on the form. Any SBE/VSBE/LSBE subcontractor substitution will require prior written approval by the appropriate City division director, and must meet all State laws and statutes.

12.2 All Subcontractors listed on COLB Form SBE- , who defined work is greater than ½ of one percent of the prime contract value, must be listed on the bidder's list of Subcontractors submitted with the bid documents. If an SBE/VSBE/LSBE Subcontractor is added after submittal of the bidder's list of Subcontractors, the bidder shall follow Subcontractor listing/substitution procedures pursuant to Public Contract Code 4107 et al.

12.3 If a prime Contractor substitutes an SBE/VSBE/LSBE vendor/supplier, the Contractor shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Contractor's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE-). At project close-out, if the prime Contractor fails to meet the combined SBE/VSBE/LSBE participation percentage specified on its SBE/VSBE/LSBE Commitment Plan, or fails to provide proof that it made a good faith effort to do so, the Contractor may be considered to be in material breach of contract (refer to Section 16.0).

13.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Professional Services Contracts

13.1 During the term of the contract, the prime Consultant shall be required to utilize all subconsultants listed on its SBE/VSBE/LSBE Commitment Plan (COLB form SBE-), unless the City approves a change in scope of work that would eliminate or reduce the utilization of an SBE, VSBE or LSBE subconsultant. Any SBE/VSBE/LSBE subconsultant substitutions require prior written approval by the appropriate City division director.

13.2 If a prime Consultant substitutes an SBE/VSBE/LSBE vendor/supplier, the Consultant shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Consultant's SBE/VSBE/LSBE Commitment Plan.

14.0 Contract Amendments

If the City approves a change order or contract amendment, the SBE/VSBE/LSBE participation goals may, at the sole discretion of the appropriate City division director, apply to the change

order or contract amendment. If the additional work can be performed by SBEs, VSBEs or LSBEs that are already part of the Contractor's/Consultant's team, the SBE/VSBE/LSBE participation goals shall apply to the entire contract, including the amendment.

15.0 Contract Monitoring

15.1 The prime Contractor/Consultant shall report the dollar value of payments to small businesses at project close-out. This data will be verified. Construction contractors shall submit a completed COLB Form SBE- (SBE/VSBE/LSBE Monthly Utilization Report for Construction Contracts), and consultants shall submit a completed COLB Form SBE- (SBE/VSBE/LSBE Monthly Utilization Report for Professional Services Contracts).

15.2 If a firm's SBE, VSBE or LSBE status changes prior to contract award, the firm will not receive SBE/VSBE/LSBE status for that City contract.

15.3 If an SBE, VSBE or LSBE firm listed on a prime Contractor's/Consultant's SBE/VSBE/LSBE Commitment Plan (POLB Form SBE-2C or SBE-2P) loses its SBE or VSBE status prior to contract award, the Contractor/Consultant shall replace the affected SBE/VSBE/LSBE dollar amount/percentage and shall submit for approval, a revised COLB Form SBE- or SBE- , in order to proceed with contract award.

15.4 If a firm's SBE, VSBE or LSBE status changes during the term of a contract, work performed on that contract after the firm loses its certification will continue to be credited toward meeting the SBE, VSBE or LSBE participation goal. However, the firm will not be able to receive SBE/VSBE/LSBE status on subsequent City projects unless the firm is subsequently re-certified as an SBE, VSBE or LSBE.

15.5 Substitution of any SBE, VSBE or LSBE subcontractor/subconsultant listed on a prime Contractor's/Consultant's SBE/VSBE/LSBE Commitment Plan must be approved by the appropriate City division director.

15.6 {For Construction Contracts only} Nothing herein shall be construed to supersede or limit the requirements for contractor substitutions provided in Section 4100 et seq. of the California Public Contract Code.

15.7 The Construction Manager, Program Manager, Business Services Manager, or their designee may conduct site visits and subcontractor/subconsultant/vendor/supplier interviews and telephone calls to verify proper and full utilization of SBEs, VSBEs and LSBEs to meet contract requirements. Prime contractors/consultants/vendors and SBEs/VSBEs/LSBEs shall fully cooperate with such monitoring.

16.0 Contract Compliance

16.1 The Prime Contractor/Consultant may be considered in material breach of contract for any one or more of the following violations:

16.1.1 Failure to submit, in a timely manner, a SBE/VSBE/LSBE Monthly Utilization Report (COLB Form SBE- or SBE-);

16.1.2 Failure to correct discrepancies found on COLB Form SBE- or SBE- ;

16.1.3 Falsifying or misrepresenting any information provided to the City, including information provided on the City's online SBE/VSBE/LSBE database;

16.1.4 Substituting a SBE/VSBE/LSBE subcontractor/subconsultant without prior written City approval; and/or

16.1.5 Failure to meet the committed SBE/VSBE/LSBE participation percentage as listed on the prime's COLB Form SBE- or SBE- .

16.2 In addition to any other remedy the City may have under the Contract or by operation of law, the City, in its sole discretion, may impose any or all of the following provisions against Contractor/Consultant determined to be in breach of contract.

16.2.1 Assess the cost of the City's audit of the books and records of the Contractor/Consultant, subcontractors/subconsultants, and all other firms claiming SBE, VSBE or LSBE status, where such audit is necessary because the Contractor has failed to timely submit a required SBE, VSBE or LSBE program report;

16.2.2 Withhold payment up to ten percent of a monthly progress payment until the Contractor/Consultant is brought into compliance.

16.3 Within three business days of written notification of the intent to enforce any of the measure described above, the Contractor/Consultant may submit in writing a request for an administrative hearing conducted by the City's SBE Reconsideration Official, as defined in Section 9.0.

17.0 Small Business Facilitation

17.1 To the extent practicable, the City will endeavor to disassemble larger construction and procurement projects into contract packages of \$15 million or less. This amount is estimated to be the current bonding limit of heavy construction SBEs.

17.2 The City will conduct pre-bid meetings for individual construction projects between advertisements and bid openings. These will provide opportunities to raise questions about the SBE/VSBE/LSBE Program, plans and specifications, and will also provide an opportunity for primes, subcontractors, vendors and suppliers to meet.

17.3 The City will conduct training forums for SBEs, VSBEs and LSBEs interested in providing contracting and/or consulting services to the City.

17.4 The City will conduct periodic Good Faith Effort/small business outreach training for prime contractors/consultants/vendors interested in working with the City.

17.5 The City will cooperate with other agencies in providing SBE/VSBE/LSBE contractor and consultant training.

17.6 The City will provide referral information to SBE/VSBE/LSBE contractors and consultants on available loan, insurance, and bonding programs that could assist small businesses.

17.7 The City will coordinate outreach activities with the appropriate divisions of the City of Long Beach.

17.8 The City will participate in business and vendor fairs directed at local and small businesses.

18.0 Periodic Review

18.1 City staff will seek periodic comments from City contractors, consultants, and small businesses on the effectiveness of the SBE/VSBE/LSBE Program.

18.2 The Program is a pilot program, and shall be in effect for one year from the date of adoption of the ordinance, unless extended by action of the City Council. As soon as practicable following the conclusion of the initial year, City staff shall report to the City Council on the effectiveness and progress of the Program. The report shall include data on contracts issued in the preceding twelve months and payments to all SBE, VSBE and LSBE contractors, consultants, vendors and suppliers. To the extent possible, the cost effectiveness of the Program, including City staff costs, will also be measured.



COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN

SECTION 1

Project Name:		Date:	
Prime Vendor:		Prime Contract \$ Amount:	

Estimated \$ Value of Prime's Participation:		Estimated % of Prime's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Prime Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or "LSBE"	Indicate if 1st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>

Completed by: Prime Consultant Contact (please print or type)

Phone #

Signature

Date

Email

ORIGINAL

P & R PAPER SUPPLY
 P. O. Box 590
 1898 E. Colton Ave.
 Redlands, CA 92373-0201
 Ph: (909) 794-1108 • FAX: (909) 794-1128

ATTACHMENT B



**COLB FORM SBE-4P: SBE/VSBE/LSBE SUBSTITUTION/CHANGE
FORM FOR CONTRACTS**

INSTRUCTIONS: Prime Vendor completes Sections 1 and 2, and Section 3 if applicable, and submits form to the City of Long Beach Business Relations Manager (BRM). City BRM completes Section 4 and submits form to SBE Administrator to complete Section 5.

Section 1: General Contract Information to be completed by Prime Consultant

Name of Prime Consultant:			
Contract Description: (from Section A, #2 of POLB Form SBE 3-P: SBE/VSBE/LSBE/LSBE Monthly Utilization Report - MUR):			
Contract #:		Prime Contract Value:	
SBE/VSBE/LSBE Participation Goal Established by City: (if applicable)		VSBE Portion of Combined Goal:	
SBE/VSBE/LSBE Participation Goal Commitment by Prime:		VSBE Portion of Committed Goal:	

Section 2: SBE/VSBE/LSBE Substitution/Addition Information: SBE/VSBE/LSBE To Be Added To be completed by Prime Consultant

Name of SBE/VSBE/LSBE:		Scope of Work:	
Type of Firm (check one):	<input type="checkbox"/> Professional Services Firm	Other (list): _____	
SBE/VSBE/LSBE Contract Value:		% of Prime Contract Value:	
Reason for Addition to Project (check one):	<input type="checkbox"/> New SBE/VSBE/LSBE	<input type="checkbox"/> Replacing Existing SBE/VSBE/LSBE	<input type="checkbox"/> Replacing Other Existing Firm (non-SBE/VSBE/LSBE)
Other/Additional Information:			

Is the added SBE/VSBE/LSBE a substitution for an existing SBE/VSBE/LSBE? YES _____ NO ____ If YES, complete Section 3.
If NO, proceed to Section 4.

Section 3: SBE/VSBE/LSBE Substitution Information: SBE/VSBE/LSBE To Be Removed To be completed by Prime Consultant

Name of SBE/VSBE/LSBE:		Scope of Work:	
Type of Firm (check one):	<input type="checkbox"/> Professional Services Firm	Other (list): _____	
SBE/VSBE/LSBE Contract Value:		% of Prime Contract Value:	
Reason for Substitution:			

Section 4: POLB Program Management Division - Substitution Approvals To be completed by Program Mgmt Division

Program Manager:		Signature:		Date:	
Division Manager:		Signature:		Date:	

Section 5: POLB SBE/VSBE/LSBE Program - Substitution Approvals To be completed by SBE Administrator

Is new SBE/VSBE/LSBE certified on <i>The City's</i> database and eligible for appropriate SBE/VSBE/LSBE status?		Yes		No
Comments/Additional Instructions:				
Verified by:	Erik Sund, SBE Administrator	Signature:		Date:

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ATTACHMENT C



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.7745
Lisa_Kline@longbeach.gov

September 8, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 1

PA-03009(1)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-03009 Custodial Paper Products (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Thursday, August 27, 2009, the City of Long Beach has made the following revisions for PA-03009 Custodial Supplies (Citywide):

1. The list of attendees from the pre-bid meeting has been posted.
2. The usage history has been posted.
3. The list of delivery locations has been posted. The City reserves the right to change, add, or delete a location at any time during the Contract period.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 8-Sep-09
Buyer

Acknowledged By: C. M. Becker Date: 9/8/09

Firm of: P & R Paper Supply Co.

 ORIGINAL

P & R PAPER SUPPLY
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373-0201
Ph: (909) 794-1108 • FAX: (909) 794-1237



City of Long Beach

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Lisa.Kline@longbeach.gov

September 8, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 2

PA-03009(2)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-03009 Custodial Paper Products (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Thursday, September 3, 2009, the City of Long Beach has made the following revisions for PA-03009 Custodial Supplies (Citywide):

1. An additional list of delivery locations has been posted. The City reserves the right to change, add, or delete a location at any time during the Contract period.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 8-Sep-09
Buyer

Acknowledged By: C. M. Beck Date: 9/8/09

Firm of: P & R Paper Supply Co.

 ORIGINAL

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Lisa_Kline@longbeach.gov

September 15, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 3

PA-02209(3)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-02209 Custodial Supplies (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Thursday, July 9, 2009, the City of Long Beach has made the following revisions for PA-02209 Custodial Supplies (Citywide):

The following questions have been raised. Answers are in blue.

1. The 12 inch, 23 inch, 34 inch of feather dusters. Is the length the overall length or the length of feather dusters?

This is the overall length.

2. Section A

item # 1, 2, & 3 feather duster is the handle plastic or wood?

wood

item # 4 & 5 cotton & rayon mop what is the size?

Equivalent to Waxie #24 cotton mop and Waxie #24 rayon mop

item # 9 what is a 24" triple fill push broom

"24" triple-fill push broom with black hair and plastic blend border with black fiber center. Bristle mix designed for smooth or semi-smooth floors. Fiber center cleans heavy dirt, while border catches the fine dust, 3" trim. Threaded handles are sold separately."

item # 14 & 15 what is the difference?

#14 – rugged, molded plastic base, long-handle lobby dustpan, 12" opening, 34" handle, 11" deep

#15 - Rubbermaid, with durable rear wheels for improved wear resistance

3. Section B

P & R PAPER SUPPLY

P. O. Box 590

1898 E. Colton Ave.

Redlands, CA 92373-0201

Ph: (909) 794-1108 • FAX: (909) 794-1237

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item # 13a what is the size

Please list the size of the item you are bidding.

item # 14a what is a power wash aerosol

"Features a powerful solvent blend that acts like a pressure washer and quickly and easily removes dirt, grease, oil, brake fluid, and other contaminants from linings, pads, drums, cylinders and springs. Excellent all around metal parts cleaner. Fast drying and residue free. No chlorinated or fluorinated solvents, no lead, phosphorous, or silicone."

item # 15a what is the size

16.5 oz

item # 17a what is the size

5 gallon

item # 18a is this with deodorant blocks built in

yes

4. Section C

items 1 - 6 what is the case pack

Please fill out the bid sheet thoroughly to indicate the specifics of the products you are bidding.

5. Questions for the section A-Brooms, Brushes, Mops, and related item: On item #17, do you want me to quote you 22oz, 24oz, 32oz trigger sprays?

Please quote one trigger spray that works in all bottles between 22-32oz.

6. Questions for the section B- Soaps, cleaners, and related item:

Item #1a, 10 oz Aerosol Air Freshener, Is lemon fragrance is good? Do you have fragrance that City of Long Beach use now?

We would expect that there would be more than one choice of scent.

Item #2a, Dry Air Freshener, is it a gel type in a dispenser?

This is a dry aerosol air freshener.

7. Questions for Section C-bags

Are these high or low density bags?

Items 1, 2, 3, & 5 are high density bags. Items 4 & 6 are low density bags.

8. Information is based on (bid section) price with total only? Or is the annual usage total base on the form you produced to be fixed into the total price?

The City will take both into consideration. The items listed on the bids sheets are the most frequently purchased items.

9. 13A

14A

16A

17A

The above are Waxie products only. We can bid on something other than, that is comp to the Waxie product?

Yes, please provide information about the equivalent product that you bid.

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10. There are inherently non green products in section B (Bleach) if a green product can be provided to fit a specific application but is not an exact match to the description... How do we show/describe the green product?
Provide product information.

11. If a green option is not available from a specific supplier how will the city calculate the green totals on page 19?

If there is not a green option available for a product, please provide us with details of a good faith effort to show this. Green custodial supplies are important to the City and will be a factor in the determination of award of contract.

12. Will you accept letters of clarification/ proposals for services and products?

Yes

13. Please describe price evaluation process of this bid. Is it all price based, or do other factors also weigh in.

Price is the most important factor, but the vendor must submit a complete bid packet with all applicable requirements.

14. Please give a more detailed description of line 15a of furniture polish?

"Formulated with lemon oil to clean, beautify, preserve and protect natural wood grain. Imparts a deep gloss to wood, plastic, vinyl, leather, metal and painted surfaces. 16.5 ounces."

15. If we can not provide the product in the specified case quantities, how will that impact the bid?

The City will look at your proposed quantities to determine if the amounts would work for the City's needs.

16. What is the difference between dry air freshener and aerosol air freshener?

Dry air freshener is safe to use on fabric.

17. How would you like our online ordering capability presented in the bid? Would you like screen shots, description of ordering; is there anything specific that is needed?

We just need a SHORT description of your capabilities.

Also, the following section regarding the extension options were omitted from the bid sheets. Please fill out this sheet and use this addendum to answer the requested information.

Extension option:

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City, in accordance with the option granted in your bid.

Price increase shall not exceed 8 % during first extension period.

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Price increase shall not exceed 8 % during second extension period.

Payment terms: Net30

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 15-Sep-09
Buyer

Acknowledged By: C.M. Beckler Date: 9/15/09

Firm of: P & R Paper Supply Co.

 ORIGINAL

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City of Long Beach

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September 15, 2009

NOTICE TO OFFERORS

ADDENDUM NO. 4

PA-02209(4)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-02209 Custodial Supplies (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Tuesday, July 14, 2009, the City of Long Beach has made the following revisions for PA-02209 Custodial Supplies (Citywide):

There was an error in the answer to question number seven from Addendum 3. Disregard the answer on Addendum 3. Below is the correct answer.

7. Questions for Section C-bags
Are these high or low density bags?

Items 1 and 2 are low density. Items 3, 4, 5, and 6 are high density.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 15-Sep-09
Buyer

Acknowledged By: *CM Becker* Date: 9/15/09

Firm of: *P & R Paper Supply Co.*

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