

BID NUMBER PA-00512

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



INVITATION TO BID

ELEVATOR MAINTAINENCE & REPAIR

CONTRACT NO. 32672

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: CERRITOS, CA ON THE 2ND DAY OF April, 20 12.
CITY STATE MONTH

COMPANY NAME: ASCENT ELEVATOR SERVICES TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 17752 CRUSADER CITY: CERRITOS STATE: CA ZIP: 90703

PHONE: 562-860-3222 FAX: 562-860-3232

SI [Signature] PRESIDENT
(SIGNATURE) (TITLE)

TOM MCKITTRICK aomckittrick@yahoo.com
(PRINT NAME) (EMAIL ADDRESS)

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

KARRIE D'AURIA KARRIE@ASCENT-ELEVATOR.COM
(PRINT NAME) (EMAIL ADDRESS)

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

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

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

7/2/12
Date

APPROVED AS TO FORM June 25, 20 12.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-00512

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of CA.
- Partnership State of _____
- General Limited
- Joint Venture
- Individual DBA _____
- Limited Liability Company State of _____

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

OPTIONAL

Ethnic (Check one):

- Black Asian Other Non-white
- Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 4, 2012 Before me, Lissa McLurg Notary Public

Personally appeared Tom McKittick

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

- Individual (checked), Corporate Officer, Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Warranty Contract, Title or type of document, 40, Number of pages, 4/2/12, Date of document, Signer(s) other than named above.

Signer is representing: Name of person(s) or entity(ies)

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: APRIL 05, 2012
TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LENORE BLUEFORD (562) 570-5384
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

DANIEL DELATORRE (562) 570-5175
DEPARTMENT CONTACT TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 16.

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

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

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.

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
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

SPECIFICATIONS FOR THE MAINTENANCE AND REPAIR OF CITY ELEVATORS IN THE CITY OF LONG BEACH, CALIFORNIA

CONTRACT PERIOD

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

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

- a. Price increase shall not exceed 3 % during the first renewal period.
- b. Price increase shall not exceed 3 % during the second renewal period.

RIGHT TO REJECT BID

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

MANDATORY PRE-BID CONFERENCE:

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:00 A.M. ON 03/20/12 AND BEGIN AT CITY OF LONG BEACH CITY HALL, 6TH FLOOR LARGE CONFERENCE ROOM (333 W. OCEAN BLVD. LONG BEACH, CA 90802). AFTER THE CONFERENCE, SELECTED SITES WILL BE VISITED. ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). ALL BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITES WILL HAVE THEIR BIDS DISQUALIFIED.

SITE INSPECTIONS

Bidders shall examine the location, physical conditions and surroundings of the proposed work site to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from

BID SECTION

fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.

Bidders may request additional inspections of the sites; however, no guarantee can be made that these additional inspections can be arranged due to City staff schedules. If attending the inspection or for further information, the bidders shall contact Lenore Blueford at (562) 570-5384. Bids will not be accepted from a bidder that fails to attend the mandatory inspection.

VENDOR CONTACT INFORMATION

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

Contact Name: TOM McKittrick

Contact Direct Phone: 323-787-0893 or 562-860-3222

Contact Cell: 323-787-0893

Contact Fax: 562-860-3232

Contact E-mail: aemckittrick@yahoo.com

GENERAL REQUIREMENTS

INFORMATION PROVIDED DURING THE BID PERIOD

The bidder may, prior to bid opening, request in writing from the FMO clarification of the Specifications. If the FMO, in the FMO's sole discretion, believes there is a need for clarification, the City Purchasing Agent will issue an Addendum to all prospective bidders. No verbal requests will be honored. No verbal clarifications can be given but, if any verbal statements are made by any City employee, the bidder acknowledges by submitting a Bid that said employee had no authority to make such statement and warrants that the bidder did not rely on such statements.

STATEMENTS MADE AFTER BID OPENING BUT PRIOR TO AWARD OF A CONTRACT

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 and an executed contract is binding on the City with respect to this bid.

BID SECTION

ABBREVIATIONS

<i>Abbreviation</i>	<i>Word or Words</i>
Bldg	Building
CLB, COLB, LB	City of Long Beach
FMO	Facilities Management Officer Public Works Dept./Public Service Bureau; Designated as Contract Administrator for this Contract.
M	Meter
Mm	Millimeter
#	Pounds (weight)
Mfr	Manufacturer
No.	Number
Fpm	Feet per minute

UNITS OF MEASURE

U.S. Standard Measures shall be used unless otherwise noted in the Specifications for the Work.

QUALIFICATIONS

In order to bid on Item 1, Contractor shall have a minimum of three years recent experience working on Schindler gearless Haughton 1092 1C elevators and equipment similar to that which is located in City Hall.

LICENSE

Minimum license requirement is a "C11" license. The undersigned hereby declares that he is a contractor and has been in business for 10 years; has a valid state of California contractor's license sufficient to qualify as contractor in this case and a current city of Long Beach business license; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. C-11 Expires: 4-30-12
Classification: CC-04-012801

C11 Elevator License No. 835183 Expires: 4-30-12

City of Long Beach Business License No. N/A
(required upon notification of award)

BID SECTION

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar services. The City intends to contact these customers to determine reliability, performance and other information. Failure to include customer's references may void bid if the City has no prior experience with bidder.

CONTRACT AWARD

Bids will be analyzed to determine the lowest responsible bidder for Item 1 and the lowest responsible bidder for Items 2-29. Items 2-29 shall not be split. Depending on the analysis, the City will award either one or two contracts.

Winning bidder(s) may be required to submit a preventative maintenance schedule for each type of elevator system as part of the qualification process.

PERFORMANCE BOND

Bidder shall submit a Faithful Performance Bond to the City Purchasing Agent, City Hall, 333 W. Ocean Blvd, Plaza Level, Long Beach, CA 90802. The amount of the bond shall be 100% of the Contract amount and shall be submitted within ten (10) days after Notice of Award or receipt of bond forms, whichever is later. Bond shall be submitted on forms received from the City.

Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.

GRAFFITI-FREE REQUIREMENT

Throughout the term of this Contract, including any suspension of work, Contractor shall keep all of its property (dumpster, equipment, vehicles, etc.) and worksites under its control free from graffiti at its sole cost. If graffiti appears, Contractor shall cover, repaint, or otherwise remove the graffiti immediately. If Contractor fails to do so, City may take steps to remove the graffiti and the City's cost in doing so shall be deducted from the money due or to become due to the Contractor.

PROTECTION OF WORK AND MATERIALS

Remove and replace materials damaged by the Contractor's operations at the Contractor's sole expense.

BID SECTION

GUARANTEE

The Contractor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of 1 year after the date of acceptance of the Work by the City of Long Beach, unless some longer period is expressly set forth in any manufacturer's warranty.

When defective material or workmanship is discovered which requires repair or replacement under guarantee, the Contractor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all such defects. Repair or replacement shall commence within 24 hours after written notice has been given to the Contractor by the FMO, and shall be diligently and continuously performed until the repair or replacement is completed and accepted.

TAXES

Bidders shall make no mention in the Bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed to include all taxes.

The Contractor shall pay all sales, consumer, use, and other taxes required to be paid in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work. The City is not exempt from sales tax.

Local Sales and Use Tax:

The Contractor shall cooperate with the City to the full extent reasonable possible to maximize the local allocation of California Sales and Use Tax to the City. Such cooperation shall include but not be limited to:

1. Use Tax Direct Payment Permits: The Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit. The application for such permit is available from (and a copy of each quarterly tax return shall be sent to):

City Controller
City of Long Beach
333 W. Ocean Boulevard, 6th Floor
Long Beach, CA 90802

2. Purchases of \$500,000 or More: The Contractor shall require vendors and suppliers located outside California from whom the Contractor makes purchase of \$500,000 or more to allocate the use tax to the City of Long Beach.

BID SECTION

Additional information regarding Use Tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

LABOR

In accordance with the Long Beach Municipal Code, not less than said prevailing rate of wages shall be paid to all workers employed in the execution of the Contract. The Director of Public Works of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to execute the contract, and the same is on file in the office of the City Engineer, 9th Floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802.

Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in the Labor Code of the State of California.

The Contractor and each subcontractor shall pay directly to each worker employed by it on the Work, who is not a member of an organization having a recognized collective bargaining agreement for that particular craft or work classification, or to make such payments irrevocably to a trustee or to a third person, pursuant to a fund, plan or program for the benefit of employees, their families and dependents, the full value of the employer payments identified in the preceding paragraphs as being included as a part of per diem wages.

Apprentice Employment. The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing a contract, the Contractor stipulates that it shall so comply.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprentice able trade, and if other contractors on the site are making such contributions.

BID SECTION

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4th Street, Suite 830, Los Angeles, California.

INSURANCE

Notwithstanding anything in the "General Conditions" and prior to the execution of the Contract, the Contractor shall comply with the following requirements and the City of Long Beach Certificate of insurance and Endorsements.

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees or subcontractors. Payment for insurance shall be considered as included in the various items of Work as bid, and no additional payment will be made therefor.

A. Minimum Insurance Requirements

1. Commercial general liability insurance (equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, XCU (explosion, underground, and collapse) perils, products and completed operations liability, independent contractors liability, and cross liability protection. The City, its Boards, and their officials, employees, and agents shall be named as additional insureds by endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85). There shall be no limitations on the coverage afforded to the City, its Boards, and their officials, employees and agents.
2. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92) covering symbol 1, "Any Auto" in an amount not less than \$500,000 combined single limit per accident. The City, its officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the City, its Boards, and their officials, employees, and agents.
3. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident.

BID SECTION

B. Acceptability of Insurers

The insurance required herein must be placed with carriers admitted to write insurance in California, or with non-admitted insurers with a rating of or equivalent to A:VIII by A.M. Best Company.

C. Verification of Coverage

The Contractor shall furnish to the City the documentation set forth in paragraph D below prior to the effective date of the Contract and shall, at least 30 days prior to expiration of the insurance required herein, furnish to the City renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

The City reserves the right to require complete, certified copies of all insurance required herein at any time.

The Contractor shall notify the City in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. Such notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

D. Documentation Required

The certificates and endorsements shall be on forms provided by the City and shall be received and approved by the City before Work commences. As an alternative, Contractor may submit certified copies of any policy that includes the required endorsement language as set forth below in paragraphs D.2, D.3, and D.4 below.

1. Certificates of insurance evidencing the required general liability insurance, automobile liability insurance, and workers' compensation insurance required hereunder.
2. General liability insurance endorsements
 - a. ADDITIONAL INSURED endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds.
 - b. CANCELLATION endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

BID SECTION

- c. CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self- insurance of the City, its Boards, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - d. SEVERABILITY OF INTEREST endorsement which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.
3. Automobile liability insurance
- a. ADDITIONAL INSURED endorsement naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds with respect to any auto owned, leased, hired, borrowed or used by the Named Insured, in connection with this Contract.
 - b. CANCELLATION endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - c. CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self- insurance of the City, its Boards, their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, or their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - d. SEVERABILITY OF INTEREST endorsement, which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

BID SECTION

- e. ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.
- 4. Workers' compensation and employer's liability insurance endorsements
 - a. CANCELLATION endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - b. WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the City, its Boards, and their officials, employees and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the City.
- E. Self-insured programs, self-insured retentions, deductibles
 - 1. Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its Boards and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance, self-insured retention, or deductible provisions.
 - 2. The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the City as an additional insured and for all costs and expense incidental to such defense or investigation.
 - 3. The Contractor shall, upon request, complete the City's self-insurance questionnaire and required certification by the Contractor's financial officer.
- F. Subcontractors

The Contractor shall require that all subcontractors meet the requirements of this Section unless otherwise agreed in writing by City's Risk Manager or designee.

PROTECTION OF EXISTING IMPROVEMENTS

The Contractor shall become familiarized with all existing improvements and facilities, both public and private, on the Work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage to property from

BID SECTION

any cause that might have been prevented by the Contractor, the Contractor's employees, agents or subcontractors shall be repaired within 10 calendar days after such damage at the Contractor's sole cost and expense. Water service breaks shall be repaired the same day. In the event that the Contractor fails to repair such damages, the City will make the repairs, or cause them to be made, and the cost of repairs shall be deducted from the money due or to become due the Contractor.

PUBLIC CONVENIENCE AND SAFETY

If the Contractor fails to take necessary precautions to provide for proper public convenience and safety, the City may take necessary corrective action including the erection of suitable and sufficient barriers, signs, lights and other protective devices. The City shall, upon completion of any such work, notify the Contractor in writing of the character and extent of, and reason for, the Work. The City shall deduct the cost of said work from the money due or to become due the Contractor.

INDEMNITY

The Contractor shall indemnify, hold harmless, and defend the City, its Boards, officials, employees, and agents from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors, either as a sole or contributory cause, sustained by any person or entity (including, but not limited to, any employee or representative of the City or the Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence of the City, its Boards, officials, employees, or agents.

With respect to any premises or equipment of the City made use of in the performance of the Contract, the Contractor shall have inspected same prior to use, accepted them in good and safe condition and agree to maintain them in a safe condition for the protection of its employees while using them during the performance of the Work.

The Contractor shall indemnify, hold harmless and defend City, its Boards, officials, agents and employees from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs and expenses (including attorneys' fees) arising out of City's statutory obligations pertaining to safety of or defective conditions in any premises, materials or equipment owned by or supplied by the City, including obligations under the California Safe Place to Work statutes or any similar statutes relating to dangerous conditions of public property or laws pertaining to the provision of safe place to work or safe equipment for employees.

BID SECTION

PROTECTION OF EMPLOYEES AND OTHERS

The Contractor shall at its sole expense take such precautions as are necessary to protect workers engaged in the performance of the work specified hereunder and to prevent accidents or injury to such workers or others. The Contractor shall comply with all safety orders of the Division of Industrial Safety of the State of California as well as applicable Federal regulations insofar as the same pertain to the Contractor's operations. Should any unusual or hazardous condition exist by reason of the work to be performed or should any unusual or hazardous condition arise out of the performance of such work, or should a condition involving a peculiar risk of bodily harm to workers or others arise, then the Contractor shall take all precautions necessary to protect workers and others.

PAYMENT

Payment will be made in due course of payments by the City of Long Beach.

Payment shall not relieve the Contractor from its obligations under the Contract, nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of any equipment, materials, or the Work to the Agency.

SCOPE OF WORK

All electrical and mechanical apparatuses pertaining to elevator equipment shall be included. Maintain at all times the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, Contract speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

If, during the effective period of the Contract, Contractor breaches this Contract or fails to properly provide the services required by this Contract, CLB may send a written, 30-day termination notice with a description of the deficiencies. The Contractor will be allowed a 30-day period to remedy such deficiencies, and, having done so to the satisfaction of the City of Long Beach, the termination notice shall be withdrawn.

In the event any building subject to this Contract is sold, this Contract shall remain in force until its natural expiration or until canceled by either party by giving 30 days' notice of termination to the other party. City reserves the right to remove or add elevators to this Contract for reasons including, but not limited to, modernization, ADA improvements, acquisitions of facilities with elevators, or others. City will provide Contractor with thirty (30) days advance written notification of changes and obtain written quotations for new services if required. Reductions in services shall be adjusted in accordance with itemized costs for facilities listed in the specification. City shall provide to Contractor specifications for any additional elevators that are added.

BID SECTION

Contractor shall service any elevator equipment that is installed as a replacement for existing equipment, after any warranty on it expires, and any newly installed equipment.

CITY OF LONG BEACH INSPECTIONS AND WORK REQUIREMENTS

The City reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's sole expense.

If Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, the City may, after 30 days' written notice to Contractor, perform or cause to be performed all or any part of the work required. Contractor agrees that it will reimburse the City for any expense incurred, and the City, at its election, may deduct the amount from any sum owing or to become owing to Contractor. The waiver by the City of a breach of any provision of this Contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Contractor shall comply with all laws, codes, rules and regulations set forth by all authorities having jurisdiction in the location where the work is performed.

Contractor shall perform periodic tests and maintenance inspections of all equipment as required by current applicable safety codes for elevators, including, but not limited to, annual no-load, slow-speed test of car and counterweight safeties, governors and buffers; annual pressure test on hydraulic elevators; and a 5-year, full-load, full-speed, test of safeties, governors and buffers; all as required by ASME A17.1 Code. Tests shall include monthly fireman's recall systems, annual seismic provisions, and annual standby power provisions as applicable. Submit written reports of said tests to the City and, **in the case of running safety/load tests, prior notification shall be given so that a representative of the City may witness said test.**

SATISFACTORY EMPLOYEES OF CONTRACTOR

Contractor shall perform all work by and under the supervision of skilled, experienced, elevator service and repair personnel directly employed and supervised by Contractor. Any and all employees performing work under this Contract shall be satisfactory to the City of Long Beach.

All crews dispatched to locations under this contract must contain, at minimum, one mechanic/technician.

EXTENT OF THE WORK

Contractor shall perform the work included in this Contract as follows:

BID SECTION

Complete Maintenance: Regularly and systematically examine, clean, lubricate, adjust the elevator equipment and provide emergency callback service per the Performance Requirements of this Contract, and as conditions warrant, repair or replace all portions of the elevator equipment included under this Contract per the manufacturer's standards, with the following exclusions only:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
- B. Repair or replacement of building items, such as hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors and communication equipment not installed by an elevator contractor, cleaning of car interiors and exposed portions of sills.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for normal car and machine room illumination.
- E. Underground hydraulic piping and cylinders.

When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs, and corrections. When such work is determined not to be the Contractor's responsibility, deliver a signed written report to the City for further action, unless a safety or potential safety problem exists, in which case the Contractor shall immediately correct the problem at the least expense possible to the City.

In performing the indicated work, provide parts used by the manufacturers of the equipment for replacement or repair, and use lubricants obtained from or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the City.

Parts requiring repair shall be rebuilt to "as new" condition. No parts or elevator equipment covered under this Contract may be permanently removed from the worksite without written approval by the City of Long Beach. This does not include renewal parts stocked on the worksite by Contractor, which shall remain its sole property until installed for use on the equipment.

MATERIAL INVENTORY

Maintain a supply of contacts, coils, leads, generator brushes, proper lubricants, wiping materials, printed circuit boards and other minor parts in each elevator machine room necessary for the performance of routine maintenance and restoration of service following a minor shutdown.

BID SECTION

Maintain a supply of major spare lending parts (non-proprietary) available (i.e., motors, generators, armatures, etc.) for temporary use in an emergency. Major lending parts shall be at a location from which the Contractor can secure them as quickly as possible but not to exceed overnight shipping. The City may request, prior to approval and during the terms of this Contract, a spot check on the inventory. The extent of the check will be at the discretion of the City.

CREDITS

Any shutdown of any elevator that exceeds two days shall entitle the City to a proportional amount of credit for each day thereafter of the maintenance billing until the respective elevator is back in service. For documentation, Contractor shall provide written notification to the City when the elevator is returned to service.

LABOR TICKETS

The City reserves the right to request and receive copies of all work tickets relative to routine maintenance hours, repair hours, callback hours and any and all labor performed on work over and beyond the coverage of these Specifications.

PERFORMANCE REQUIREMENTS

Contractor shall maintain the manufacturer's minimum performance standards with regards to Floor-to-Floor Time, Door Opening Time, Door Closing Force, and Floor Accuracy and as noted below.

- A. Floor-to-floor times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open.
- B. Door opening times are measured from start of car door open until doors are 1" from the fully open position.
- C. Stopping accuracy shall be measured under all load conditions.
- D. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
- E. Variance from rated speed, regardless of load, shall not exceed $\pm 5\%$ for traction elevators and $\pm 10\%$ for hydraulic elevators.
- F. To maintain a comfortable ride, maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.
- G. For groups of three or more elevators, check or adjust the group dispatching system and make necessary tests to ensure all circuits and time settings are

BID SECTION

properly adjusted annually on the Contract agreement anniversary date. Complete all adjustments to provide optimum service, minimizing user response time. Perform all necessary testing to provide the following information:

1. Annually conduct a data logger study that is supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in sufficient detail to provide the following data:
 - a) Number, direction and waiting time of all hall calls.
 - b) Elevators in and out of group service.
 - c) Elevators on independent service.
 - d) Motor generator running/not running.

2. **Submit the report within two weeks following the completion of the survey. It shall contain the following information:**
 - a) Graphs - Average Call Duration vs. Time of Day.
 - b) Bar Charts
 - 1) System response time by floor direction.
 - 2) Number of hall calls by floor by direction.
 - 3) Percent of calls answered vs. system response time.
 - c) Data
Printout for each half hour of the survey which tabulates waiting times for all hall calls in 15 second increments between zero and 120 seconds and longest wait calls for each floor in both directions.

- A. While completing the above requirements, maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

- B. Provide and maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:
 1. Time of day.
 2. Car position.
 3. Eight points on the safety circuit.
 4. Sixteen operating signal displays (to indicate what the elevator was doing when the failure occurred).

- A. Each year provide to the FMO a supervisory survey on items that are outside the scope of this Contract. This report should include changes in technology, potential safety hazards, building operations that could adversely effect the operation of elevator equipment, and any recommended upgrades.

BID SECTION

SPECIAL CONDITIONS

The Contractor shall post a preventive maintenance schedule and a work log in each machine room. The log shall include all entries for routine maintenance and repairs, including supervisor's surveys. Entries shall include the date work is performed, mechanic's and supervisor's name, a brief description of work completed and the approximate time required for the work. Maintain the log and maintenance schedule in each machine room, as appropriate, for inspection by the City at any time. The City may copy the log and maintenance schedule at any time.

The City requires all elevator contractor personnel to report in with the Facilities Management Division staff (562-570-2719) and appropriate building personnel before and after any work is performed. If Contractor's personnel do not check in and out (minimally with Facilities Management Division staff), it will be considered a "non-appearance." When this occurs, preventative maintenance hours will not accumulate and billable hours will not be accrued.

Any work not specifically mentioned which is required to complete the preventative maintenance service within the intent of this Specification shall be performed without additional cost to the City.

If either party terminates this Contract, a complete set of prints showing as-built conditions shall be made available to the City. The City may then, at its own cost, reproduce the as-built drawings.

Each State or City inspection fee will be at the City's expense. Fees for re-inspection due to failure to eliminate deficiencies covered by this Contract will be at the Contractor's expense.

Provide full assistance for periodic inspection and testing of the firefighter's service and standby power operation. Any additional cost to complete the above inspection and testing on overtime shall be paid by the Contractor.

PRELIMINARY ORDERS

When preliminary orders to correct elevator deficiencies are issued by the State of California, Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway Unit (DIR), Contractor shall promptly initiate corrective action to address the noted deficiencies. All deficiencies shall be corrected prior to the compliance date noted in the preliminary order.

Upon completion of all required corrective actions noted in a DIR preliminary order, Contractor shall send notification of said completion to both the DIR and the City.

BID SECTION

SPECIFICATIONS FOR ELEVATOR MAINTENANCE

LOCATION AND EQUIPMENT DESCRIPTION

Furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide full-preventive and other maintenance, replacement and repair services including inspections, adjustments and tests for the complete elevator systems described below:

1. City Hall, 333 West Ocean Blvd., Long Beach, CA 90802
 - a. Nos. 6, 7, 7A, 8, 9, 9A: Six Schindler gearless passenger elevators; Nos. 6, 7, 8, and 9 are 3000# @ 500 fpm, Nos. 7A and 9A are 4000# @ 500 fpm; Serving 16 stops (15 are presently active) and openings in line.
State #s: 61525, 061526, 075189, 061536, 061556, and 075188
 - b. No. 10: One Schindler gearless passenger/service elevator; 3500# @ 500 fpm; Serving 16 stops.
State #: 061290
2. Public Safety Building (PSB), 400 West Broadway, Long Beach, CA 90802
 - a. Nos. 1 and 2: Two Otis gearless passenger elevators; 2500# @ 500 fpm; Serving 7 stops and openings in line.
State #s: 033296 and 036005
 - b. No. 3: One Otis geared passenger elevator; 3500# @ 300 fpm; Serving 7 stops and openings in line.
State Elevator #: 033625
3. Main Library, 101 Pacific Avenue, Long Beach, CA 90802
 - a. Nos. 1, 2, 3 and 5: Four Houghton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #s: 061585, 061592, 061593, and 061596
 - b. No. 4: One Houghton hydraulic passenger elevator; 5000# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 061591
4. Lincoln Park Garage, 300 W. Broadway, Long Beach, CA 90802
 - a. One Houghton hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops (2 are presently active) and openings in line.
State Elevator #: 061586

BID SECTION

5. Boardwalk Terminus Building, 50 E. Shoreline Drive, Long Beach, CA 90802
One Otis hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 075323

6. Main Health Department, 2525 Grand Avenue, Long Beach, CA 90815
 - a. One U.S. hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line.
State Elevator #: 079541

 - b. One Atlas traction dumbwaiter elevator; 500# @ 50 fpm; 2 speed; Serving 2 stops and openings in line.
State Elevator #: 100420

7. West Side Health Facilities Center, 2125 Santa Fe Ave, Long Beach, CA 90810
One Dover hydraulic passenger elevator; 2000# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 060334

8. Senior Citizens Center, 1150 E. Fourth Street, Long Beach, CA 90802
One Coast hydraulic passenger elevator; 3500# @ 75 fpm; Serving 3 stops and openings in line.
State Elevator #: 064497

9. Water Treatment Plant, 2950 Redondo Avenue, Long Beach, CA 90806
One Montgomery Kone hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 113041

10. Water Department, 1800 W. Wardlow Road, Long Beach, CA 90807
One Otis geared passenger elevator; 2500# @ 250 fpm; Serving 4 stops and openings in line.
State Elevator #: 035162

11. Airport Terminal, 4100 Donald Douglas Drive, Long Beach, CA 90808
One Reliable Elevator Co. hydraulic passenger elevator; 2100# @ 125 fpm; Serving 3 stops and openings in line.
State Elevator #: 075175

BID SECTION

12. Airport Parking Structure, 4239 Donald Douglas Dr., Long Beach, CA 90808
One Precision Elevator Company hydraulic passenger elevator; 2500# @ 150 fpm; Serving 4 stops and openings in line.
State Elevator #: 073469
13. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back.
State Elevator #: 157753
14. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back.
State Elevator #: 157754
15. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back.
State Elevator #: 157755
16. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back.
State Elevator #: 157768
17. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back.
State Elevator #: 157715
18. Renaissance Square, 1900 Atlantic Avenue, Long Beach, CA 90808
One ThyssenKrupp hydraulic passenger elevator; 3500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 132967
19. Emergency Communications and Operations Center (ECOC), 2990 Redondo Ave, Long Beach, CA 90806

BID SECTION

One ThyssenKrupp overhead traction passenger elevator; 3500# @ 200 fpm;
Serving 2 stops and openings in line.
State Elevator #: 132506

20. Environmental Services Bureau, 2929 E. Willow Street, Long Beach, CA 90806

One Schindler hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 116873

21. Fleet Services Bureau, 2600 Temple Avenue, Long Beach, CA 90806

a. One Schindler hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 116874

b. One P Flow hydraulic freight elevator; 3000# @ 20 fpm; Serving 2 stops and openings in line.
State Elevator #: 116875

22. Housing Authority, 521 E. 4th Street, Long Beach, CA

One Dover hydraulic passenger elevator; 2500# @ 90 fpm; Serving 2 stops and openings in line.
State Elevator #: 116985

23. Gas and Oil, 2400 E. Spring Sreet, Long Beach, CA

a. One Kone geared passenger elevator; 2500# @ 100 fpm; Serving 2 stops.
State Elevator #: 123933

b. One Otis geared passenger elevator; 3500# @ 100 fpm; Seismic 3+;
Serving 2 stops and openings in line.
State Elevator #: *unavailable at this time*

24. Civic Center/Broadway Pkg Structure, 332 W. Broadway, Long Beach, CA 90802

One Otis hydroelectric passenger elevator; 2500# @ 120 fpm; Serving 4 stops and openings in line.
State Elevator #: 061586

25. Aquarium Parking Structure, 99 Aquarium Way, Long Beach, CA 90802

BID SECTION

- a. One Schindler hydraulic passenger elevators: 3500# @ 150 fpm; Serving 5 stops and openings in line.
State Elevator #: 113234
 - b. Two Schindler hydraulic passenger elevators: 2500# @ 150 fpm; Serving 5 stops and openings in line.
State Elevator #s: 113267 and 113268
26. CityPlace Structure A, 50 E. 6th Street, Long Beach, CA 90802
- Four ThyssenKrupp hydraulic passenger elevators; 5000# @ 125 fpm; Serving 3 stops and openings in line.
State Elevator #s: 123865, 123866, 123867 and 123868
27. CityPlace Structure B, 50 E. 5th Street, Long Beach, CA 90802
- Two ThyssenKrupp hydraulic passenger elevators; 2500# @ 125 fpm; Serving 4 stops and openings in line.
State Elevator #s: 123869 and 123870
28. CityPlace Structure C, 51 E. 3rd Street, Long Beach, CA 90802
- One ThyssenKrupp hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line.
State Elevator #: 132508
29. Rancho Los Cerritos Visitors Center, 4600½ Virginia Road, Long Beach, CA 90807
- One Kone EcoSpace gearless passenger elevator; 2500# @ 150 fpm; Serving 2 stops and openings in line.
State Elevator #: *unavailable at this time*

BID SECTION

CONTRACT PRICE AND ADJUSTMENT

The Contract price shall be subject to review and adjustment prior to extending the term. 85% of the Contract price shall be adjusted to reflect any increase or decrease in labor cost based on the straight-time rate of Elevator mechanics in the area wherein the equipment covered by this Contract is located. From the base rates set forth below, the remaining 15% shall be adjusted to reflect any increase or decrease in material cost based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. From the base rates set forth below, base rates for the above Contract price are:

LABOR RATE, INCLUDING FRINGE:

BENEFITS APPLICABLE: \$71.59 RATE 1/1/12 DATE

METAL PRODUCTS INDEX: 225.3 RATE 2/2012 DATE

WARRANTY: Parts 309 days Labor 60 days

Price escalations shall be limited to a maximum of 5% in any one-year period. Contractor shall provide advance notification of pending price adjustment as described above.

HOURS AND MANNER OF WORK

All normal work, except as otherwise noted, including unlimited emergency call-back service, shall be performed during regular hours of regular working days of the Elevator Trade: eight (8) consecutive hours between 6 a.m. and 6 p.m., five (5) days per week, Monday through Friday inclusive (Elevator Union Handbook, Article FX, paragraph 3).

Provide overtime callbacks at no cost to the City of Long Beach for the following situations:

- A. People are trapped
- B. When the following passenger cars are out of service:
 - 1. More than 2 cars in the City Hall building
 - 2. More than 1 car in the Public Safety Building
 - 3. The Airport Terminal or the Airport Parking Structure during the hours of 5 a.m. and 11 p.m.
- C. The City Hall group dispatching malfunctions, and
- D. A safety or potential safety problem exists.

During the International Union of Elevator Constructors (IUEC) Local's designated regular hours, the City, at its option, may request call-back or normal service at no additional cost.

Note: If additional overtime work is required, the City will pay only the difference between normal and overtime labor at the hourly rates indicated in the bid.

BID SECTION

	Technician/ Mechanic	Helper*	Probationary Helper*
REGULAR:	\$ <u>219.⁰⁰</u>	\$ <u>175.20</u>	\$ <u>N/A</u>
TIME AND ½:	\$ <u>328.⁰⁰</u>	\$ <u>262.80</u>	\$ <u>N/A</u>
DOUBLE TIME:	\$ <u>364.⁵⁰</u>	\$ <u>219.20</u>	\$ <u>N/A</u>

* Any crew providing elevator services under this contract or for billable work shall contain, at minimum, one certified mechanic/technician.

Removal of elevators from service shall be coordinated with and be approved by the City. The City agrees to permit Contractor to remove elevators from service for a reasonable time in order to perform maintenance.

Contractor agrees to furnish a mechanic(s)/technician(s) for preventative maintenance, inspection and testing, according to manufacturer's standards, for the minimum number of hours per car per month according to the following table:

Elevator Car Type	Number of hours per car per month**
Gearless Traction	3
Geared Traction	2
Hydraulic	1
Dumbwaiter	1

** These hours are minimum required onsite hours per car per month and are exclusive of callbacks, repair work, and any other work not covered by this Contract (i.e., billable work). The City recognizes that some required preventative maintenance, inspection and testing tasks will exceed the hours per month per car.

RESPONSE TIME

Normal response time to trouble calls during regular working days shall be 1.0 hour. Response time to trouble calls during overtime working hours shall be a maximum of 2.0 hours.

Emergency response time for entrapments shall be 30 minutes or less during regular working hours (regular working hours are defined as 7:30 a.m. to 4:30 p.m., Monday through Friday) and forty-five (45) minutes or less during overtime working hours.

Contractor shall respond to all calls made by the City within the times noted above or the City may exercise the right to call another elevator repair company to respond. The expense of this call shall then be charged to and paid by the Contractor. Continued

BID SECTION

failure to respond to calls or failure to provide competent responsive service may cause termination of the Contract.

SUMMARY OF BID ITEMS

The bidder shall set forth for each item of Work, in clearly legible figures, a unit price and an item total for each item of Work in the respective spaces provided for this purpose. The amount set forth under the "Item Total" column shall be the extension of the unit price bid multiplied by the quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "Item Total" column shall be placed at the caption "Total Amount Bid". The "Total Amount Bid" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "Item Total" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total	
1.			City Hall			
	A.	12	Mo	Nos. 6, 7, 7 A, 8, 9, 9a: Six Schindler gearless passenger elevators. Nos. 6, 7, 8, and 9 are 3000# @ 500 fpm and Nos. 7A and 9A are 4000# @ 500 fpm. Serving 16 stops (15 are presently active) and openings in line. State Elevator Numbers: 061525, 061526, 075189, 061536, 061556, and 075188.	\$ 1,650.00	\$ 19,800.00
	B.	12	Mo	No. 10: One Schindler gearless passenger/service elevator; 3500# @ 500 fpm, Serving 16 stops and openings. State Elevator Number: 061290	\$ 275.00	\$ 3,300.00
				Subtotal Item #1	\$ 1,925.00	\$ 23,100.00
2.			Public Safety Building			
	A.	12	Mo	Nos. 1 and 2: Two Otis gearless passenger elevators; 2500# @ 500 fpm; Serving 7 stops and openings in line. State Elevator Numbers: 033296 and 036005	\$ 550.00	\$ 6,600.00
	B.	12	Mo	No. 3: One geared Otis passenger elevator; 3500# @ 300 fpm; Serving 7 stops and openings in line. State Elevator Number: 033625	\$ 250.00	\$ 3,000.00

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total	
3.			Main Library			
	A.	12	Mo	Nos. 1, 2, 3 and 5: Four Haughton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Numbers: 061585, 061592, 061593, and 061596	\$ 336.00	\$ 4,032.00
	B.	12	Mo	No. 4: One Haughton hydraulic passenger elevator; 5000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 061591	\$ 84.00	\$ 1,008.00
4.		12	Mo	Lincoln Park Garage One Haughton hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops (2 are presently active) and opening in line. State Elevator Number: 061586	\$ 84.00	\$ 1,008.00
5.		12	Mo	Boardwalk Terminus Building One Otis hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 075323	\$ 84.00	\$ 1,008.00
6.			Main Health Department			
	A.	12	Mo	One U.S. hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Number: 079541	\$ 84.00	\$ 1,008.00
	B.	12	Mo	One Atlas traction dumb waiter elevator; 500# @ 50 fpm; 2 speed; Serving 2 stops and openings in line. State Elevator Number: 100420	\$ 84.00	\$ 1,008.00
7.		12	Mo	Westside Health Facilities Center One Dover hydraulic passenger elevator; 2000# @ 125 fpm; Serving 2 Stops and openings in line. State Elevator Number: 060334	\$ 84.00	\$ 1,008.00
8.		12	Mo	Senior Citizen Center One Coast hydraulic passenger elevator; 3500# @ 75 fpm; Serving 3 stops and openings in line. State Elevator Number: 064497	\$ 84.00	\$ 1,008.00
9.		12	Mo	Water Treatment Plant One Montgomery Kone hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 113041	\$ 84.00	\$ 1,008.00
10.		12	Mo	Water Department One Otis geared passenger elevator, 2500# @ 250 fpm; Serving 4 stops and openings in line. State Elevator Number: 035162	\$ 250.00	\$ 3,000.00

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total
11.	12	Mo	Airport Terminal Building One Reliable Elevator Co. hydraulic passenger elevator; 2100# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Number: 075175	\$ 84.00	\$ 1,008.00
12.	12	Mo	Airport Parking Structure One Precision Elevator Company hydraulic passenger elevator; 2500# @ 150 fpm; Serving 4 stops and openings in line. State Elevator Number: 073469	\$ 84.00	\$ 1,008.00
13.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back. State Elevator #: 157753	\$ 84.00	\$ 1,008.00
14.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10", hydraulic, all openings in-line with bi-parting doors, glass-back. State Elevator #: 157754	\$ 84.00	\$ 1,008.00
15.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10", hydraulic, all openings in-line with bi-parting doors, glass-back. State Elevator #: 157755	\$ 84.00	\$ 1,008.00
16.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back. State Elevator #: 157768	\$ 84.00	\$ 1,008.00
17.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back. State Elevator #: 157715	\$ 84.00	\$ 1,008.00
18.	12	Mo	Renaissance Square One Seville hydraulic passenger elevator; 3500# @ 150 fpm; Serving 2 stops and openings in line. State Elevator Number: 132967	\$ 84.00	\$ 1,008.00
19.	12	Mo	Emergency Communications and Operations Center (ECOC) One ThyssenKrupp overhead traction passenger elevator; 3500# @ 200 fpm; Serving 2 stops and openings in line. State Elevator Number: 132506	\$ 250.00	\$ 3,000.00

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total
20.	12	Mo	Environmental Services Bureau One Schindler passenger hydraulic elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 116873	\$ 84.00	\$ 1,008.00
21.			Fleet Services Bureau		
	A. 12	Mo	One Schindler service hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 116874	\$ 84.00	\$ 1,008.00
	B. 12	Mo	One P Flow freight elevator; 3000# @ 20 fpm; Serving 2 stops and openings in line. State Elevator Number: 116875	\$ 84.00	\$ 1,008.00
22.	12	Mo	Housing Authority One Dover hydraulic passenger elevator; 2500# @ 90 fpm; Serving 2 stops and openings in line. State Elevator Number: 116985	\$ 84.00	\$ 1,008.00
23.	A. 12	Mo	Gas and Oil Department One Kone geared passenger elevator; 2500# @ 100 fpm; Serving 2 stops. State Elevator Number: 123933	\$ 150.00	\$ 1,860.00
	B. 12	Mo	One Otis hydraulic passenger elevator; 3500# @ 100 fpm; Seismic 3+; Serving 2 stops and openings in line. State Elevator Number: <i>not available at this time.</i>	84.00	1,008.00
24.	12	Mo	Civic Center/Broadway Parking Structure One Otis hydroelectric passenger elevator; 2500# @ 120 fpm; Serving 4 stops and openings in line. State Elevator Number: 061586	\$ 84.00	\$ 1,008.00
25.			Aquarium Parking Structure		
	A. 12	Mo	One Schindler hydraulic passenger elevators: 3500# @ 150 fpm; Serving 5 stops and openings in line. State Elevator Number: 113234	\$ 84.00	\$ 1,008.00
	B. 12	Mo	Two Schindler hydraulic passenger elevators: 2500# @ 150 fpm; Serving 5 stops and openings in line. State Elevator Number: 113267 and 113268	\$ 168.00	\$ 2,016.00
26.	12	Mo	CityPlace Parking Structure A Four ThyssenKrupp hydraulic passenger elevators; 5000# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Numbers: 123865, 123866, 123867 and	\$ 336.00	\$ 4,032.00
27.	12	Mo	CityPlace Parking Structure B Two ThyssenKrupp hydraulic passenger elevators; 2500# @ 125 fpm; Serving 4 stops and openings in line. State Elevator Number: 123869 and 123870	\$ 168.00	\$ 2,016.00

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total
28.	12	Mo	CityPlace Parking Structure C One ThyssenKrupp hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Number: 132508	\$ 84.00	\$ 1,008.00
29.	12	Mo	Rancho Los Cerritos Visitors Center One Kone EcoSpace gearless passenger elevator; 2500# @ 150 fpm; Serving 2 stops and openings in line. State Elevator Number: unavailable at this time.	\$ 150.00	\$ 1,800.00
<u>Subtotal Items #2-29</u>					\$

Subtotal Item #1:	\$ 23,100.00
Subtotal Items #2-29:	\$ 55,488.00
TOTAL ANNUAL CONTRACT AMOUNT:	\$ 78,588.00

Check-list of Additional Document Submittals:

- Reference List
- License Information & photocopies
- Certificate of Site Examination
- EBO Certification of Compliance form
- SBE Commitment Plan form

NOTE: Bidders that do not include the above check listed items with their bids will be deemed unresponsive and their bids will be rejected.

BID SECTION

CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each bidder shall examine the site for the Work described herein to its satisfaction. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, as specified in the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject building and site and the bid is complete and there will be no additional payment for failure to examine the building and site thoroughly.

March 20, 2012
Date of Site Examination

ASCENT ELEVATOR SERVICES
Company

* Eric Alexander
Printed Name of Company Representative

* Eric Alexander
Signature of Representative

APRIL 2nd, 2012
Date



COMPANY INFORMATION

Ascent Elevator Services, Inc. was formed in 2003 to service the building community. The two principals of Ascent have over Thirty years of experience managing elevator business in California. We are focused on providing quality preventative maintenance for our clients, while recognizing that each one has unique needs. This challenge is met by employing qualified union personnel who pride themselves in the craft of elevator maintenance. We support our employees with tools, parts and balanced workloads. These basic principals yield the results that best serve the interest of our clients.

Ascent Elevator Services, Inc. acquired the maintenance customers of D&D, The Elevator Co. in March of 2004. D&D, The Elevator Company was founded in 1993 and successfully furnished maintenance services in the San Francisco Bay Area. Ascent retains all of the D&D employees and customers with the exception of one partner who has chosen to leave the elevator industry. By extension, Ascent can claim that it has been servicing customers since 1993.

Our current vitals are as follows:

Business Address: 6693 Sierra Lane, #C
Dublin, Ca. 94568

17752 Crusader Avenue
Cerritos, Ca. 90703

Federal Tax ID# 20-0464957

Email: ernie@ascent-elevator.com, jennifer@ascent-elevator.com, Donovan@ascent-elevator.com, tom@ascent-elevator.com, karrie@ascent-elevator.com

Union: Member IUEC Local 8 and 18

Employees: Fifty

Composition of Workforce:

Service Technicians:	11 Local 8
	3 Local 18
Repair Technicians:	2 Local 8
	2 Local 18
Modernization:	8 Local 8
	2 Local 18
Construction:	14 Local 8
Management:	4
Support:	5

ASCENT ELEVATOR SERVICES, INC.

17752 Crusader Avenue • Cerritos, CA 90703 • (323) 787-0893 • Fax: (562) 860-3232

Vehicles: Twenty-Nine

Insurance: 5 Million General Liability / 1 Million Workers Compensation
Coverage 24/7: San Francisco, Alameda, San Mateo, Santa Clara, Solano, Contra Costa Counties,
Los Angeles, Orange, San Bernadino

Bondable: Yes by INSCO Surety Company, Limit 9M aggregate, 3M per Project , Rate 1.25%
Ca License C11-835183

State of California Certified Quality Conveyance Company QCC Number CC – 04 – 012801

Our Facilities and Projects are available for your inspection with reasonable advance notice.

Key Personnel

Donovan McKeever	14 Years Experience in the Elevator Industry General Manager Certified Competent Mechanic
Ernie Lazarus	25 Years Experience Certified Competent Mechanic President
Tom McKittrick	16 Years Elevator Industry Experience President Southern California
Don Schellenberg	35 Years Experience in the Elevator Industry Account Executive
Jennifer Sutton	15 Years Experience in the Elevator Industry Project Administrator
Aaron Semler	11 Years Experience Repair , Service and Modernization IUEC Local 18 Mechanic and CQCM
Daniel Maldonado	13 Years Experience Modernization, Service and repair IUEC Local 18 Mechanic and CQCM Certified Welder and Maxton Valve Trained
Kieth Thompson	18 Years Experience Service, Repair IUEC Local 18 Mechanic and CQCM Maxton Valve Trained

Knowledge and Experience

Projects Similar in Scope

Cal State East Bay, 28500 Carlos Bee Blvd., Hayward, CA 94542,
Mike Tadevich 510-885-7436
32 units Serviced since 2004

Google, 1600 Amphitheatre Parkway, Mt. View, CA,
Marc Kryzysic 650-996-6373
69 units Serviced since 2008

Peralta Community College District, 333 East 8th Street, Oakland, CA 94606
Robert Beckwith 510-466-7269
26 units Serviced since 2007

John Muir Medical Center, 2540 East Street, Concord, CA 94520
Maria Hernandez 925-674-2494
36 units Serviced since 2007

San Francisco State University, 1600 Holloway Avenue, San Francisco, CA
Carmelita Wu 415-338-2547
69 units Serviced since 2009

City of Pasadena, 100 N. Garfield Avenue, Pasadena, CA 91109
Niki 626-744-3771
32 units Serviced since 2009

Other Notable Accounts

These accounts represent a track record of performance that has been maintained for many years. There is a variety of equipment type and control included in this portfolio, which is a testament to the skill set contained within our organization.

San Mateo County	13 Elevators	4 Years	Renewed Term 6/2006
Sam Trans	9 Elevators	3 Years	
San Francisco School District	152 Elevators	13 Years	Renewed Term 12/2009
The Carlisle	2 Elevators	5 Years	
Webster House	2 Elevators	5 Years	
Golden Gateway Apartments	13 Elevators	Gearless	6 Years
First Bank	6 Elevators		6 Years
633 Battery	3 Elevators		5 Years
Cal State East Bay (Hayward)	29 Elevators		5 Years
244 California Associates	2 Elevators		5 Years
San Francisco School District	152 Elevators		4 Years
Notre Dame Apartments	3 Elevators / 1 Wheel Chair Lift		4 Years
260 Stockton Street	1 Elevator		3 Years
291 Geary Street	3 Elevators		3 Years
John Muir Hospital	14 Elevators		3 Years
Mount Diablo Hospital	23 Elevators		3 Years

Google	74 Elevators		2 Years
Hastings College of Law	12 Elevators		3 Years
Wells Fargo, San Francisco	6 Elevators	Gearless	3 Years
Ceatrice Polite Apartments	2 Elevators		3 Years
Park Regency Apartments	19 Elevators		3 Years
Parkwoods	9 Elevators		2 Years
The Flood Building	7 Elevators		2 Years
Williams Sonoma	11 Elevators		1 Year
The Fillmore Center	25 Elevators		1 Year

In February of 2006 Ascent reached agreement with Fujitec America to enter into an exclusive distributorship / agency agreement whereby Ascent is responsible for maintaining all Fujitec equipment in Northern California. Of Note are the following Properties currently serviced by Ascent:

Hilton Garden Inn San Mateo	
333 Bush	Laurence Management
Emery Station	Wareham Properties
Pleasanton Commons	Hines Properties
Travis FCU	
701 Gateway	Westmont
San Francisco Towers	Episcopal Homes of California
Ikea East Palo Alto	Escalator and Moving Walk
300 Gough Street	Village Properties
275 Sacramento	Paxton Management

Technical Resources

Through our relationship with Fujitec America we have access to Fujitec's National technical Services Center as well as Fujitec resources located in Los Angeles and Seattle.

Ascent owns specialized service tools for the following equipment:

Thyssen TAC 20, 22, 50 and 51
Westinghouse MPH I and II, Epoch I and II
Montgomery / Kone Miprom 21, KTM 836
Fujitec Millenium I and II
US Elevator MP 1230 and MP1220

Ascent successfully maintains and has proper service manuals and documentation for:

The equipment listed above and the following but not limited to:

Otis 211
Otis Elevonic
Otis UCL all generations
Dover Computamatic
Dover Traflomatic III
Westinghouse ERL
Montgomery Relay
US Elevator 1210 and Relay

MCE 1000, 2000, 4000, IMC
CEC 5000 and Futura
EC 800 and 900
Smartrise

We have also completed modernization projects at the following locations:

3 MCE Controllers for the Notre Dame Apartments, CCDC
1 MCE VVVF Conversion 423 Washington
1 MCE VVVF Conversion 260 Stockton
17 MCE HMC Hydro Modernizations for SFUSD
2 EC Controllers for the San Francisco School District
1 MCE controller, hydraulic jack and cab for the City of Oakland
2 ERM HMC Control, Pump and Fixtures Victorian Manor, San Francisco
2 Fujitec Millennium II for TODCO at Ceatrice Polite Apartments
1 Hydro MCE HMC 1000 Contra Costa County of Education
1 Hydro MCE HMC 1000 Pacific Management, 251 Lafayette Circle
2 MCE VVVF Traction Control and Machines Hotel Carlton, Joie de Vivre
5 MCE VVVF Traction Control and Door Equipment, Hastings College of Law
6 MCE IMC AC for Hastings College of the Law, University of California
2 MCE PTC AC Traction controls and machines, Joie de Vivre
2 MCE IMC AC Traction controls, Sunrise Senior Living
2 MCE PTC AC Traction controls, Mercy Housing
12 EC Controllers for Google
8 MCE Controllers for 150 Lombard
3 MCE 4000 Controllers 9350 Flair El Monte, Ca.

Response Time and Maintenance Plans

Ascent Elevator Services Inc. provides preventative maintenance services utilizing experienced service technicians and dedicated repair team for full maintenance repairs. The responsibilities of these technicians is geographically arranged to reduce response time. Our goal is to provide one-hour service response and 30 minute trapped passenger response. All of our technicians carry Sprint / Nextel phones and digital pagers. Calls are paged out to the workforce as a whole with an acknowledgement protocol that insures that the call is received and responded to. Night and weekend coverage is accomplished through a designated technician on a rotating schedule and is covered by a local answering service and local management.

Ascent Elevator has a successful track record of reducing callbacks and expensive repairs. This is accomplished by assigning sufficient time to our mechanics, which allows for the proper performance of their work responsibilities. When a mechanic has sufficient time to diagnose and repair equipment, repeat calls and breakdowns are greatly reduced. Our mechanics average less than 120 hours of assigned service per month compared to the industry average of 200 hours. With an average work month of 173 hours it is not possible to perform 200 hours of scheduled service and deal with unexpected equipment failures and service calls. The references we have provided will validate our claim that we have reduced calls and increased uptime and reliability on their equipment.

Standard practices such as trouble call logging; service ticket documentation and check chart maintenance planning are also part of our program.

Our Philosophy

The Ascent Elevator team is comprised of highly trained, seasoned professionals who are devoted not only to their craft, but to customer service as well. We strive to find solutions to all aspects of your buildings vertical transportation needs and are committed to working with building management and owners in a collaborative approach. Our flexibility and local ownership allows us to focus on the needs of our customers, and make decisions about your elevator and escalator equipment with your building occupants first in mind. Our goal is to have happy satisfied customers who we can service for many years to come, and are willing to recommend us to their friends and associates.

Thank you for your consideration of our qualifications. Please feel free to contact us for any clarifications you may require.

Respectfully,
Ascent Elevator Services Inc.

Thomas McKittrick
President



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **835183** Entity **CORP**
Licensee Name **ASCENT ELEVATOR SERVICES INC**

Classification **C11**

Expiration Date **04/30/2012**





April 4, 2012

To Whom It May Concern:

Attached please find our bid for Project No. **PA-00512**, for the Maintenance and Repair of the City of Long Beach elevators.

If the bid is granted, we look forward to working with the City of Long Beach on maintaining its elevators.

Thank you for the opportunity to bid on this project.

Sincerely,

Tom McKittrick
President
Ascent Elevator Services, Inc.

City of Long Beach, CA

Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- **Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution. Link to samples of acceptable documentation to allow other signature.**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.
NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).
NOTE: Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

OK



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.5384
Lenore.Blueford@longbeach.gov

March 20, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-00512 ELEVATOR MAINTANENCE AND REPAIR

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00512 Elevator Maintenance and Repair. Please acknowledge receipt of this addendum by signing and returning with your bid.

There have been four changes to the bid on pages 13, 14 and 26. You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum will be disqualified.

From our pre-bid meeting the following specification changes have been made:

Page 13 of 40

Old spec (paragraph reads as follows)

QUALIFICATIONS

In order to bid on Item 1, Contractor shall have a minimum of three years recent experience working on Schindler gearless Haughton 1092 1C elevators and equipment similar to that which is located in City Hall.

Revised spec: delete paragraph

Page 14 of 40

Old spec

CONTRACT AWARD

Bids will be analyzed to determine the lowest responsible bidder for Item 1 and the lowest responsible bidder for Items 2-29. Items 2-29 shall not be split. Depending on the analysis, the City will award either one or two contracts.

Revised spec: delete wording - Items 2-29 shall not be split.

CONTRACT AWARD

Bids will be analyzed to determine the lowest responsible bidder for Item 1 and the lowest responsible bidder for Items 2-29. Depending on the analysis, the City will award either one or two contracts.

Page 26 of 40 2nd paragraph - Old spec reads:

1. Annually conduct a data logger study that is supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in sufficient detail to provide the following data:

Revised spec shall read - change wording to When conditions warrant:

1. When conditions warrant conduct a data logger study that is supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in sufficient detail to provide the following data:

Page 26 of 40 5th paragraph – Old spec reads:

- B. Provide and maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:

Revised spec shall read: delete wording – Provide and

- B. Maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:

If you have any questions please submit to Lenore.Blueford@longbeach.gov

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

Prepared By: Lenore Blueford Date: March 20, 2012
Buyer

Acknowledged By:  Date: 3-21-2012

Firm of: Ascend Elevator Services

PA-00512 ELEVATOR MAINTAINENCE & REPAIR
 TUESDAY MARCH 20, 2012 09:00 A.M.
 PREBID CONFERENCE & JOB WALK

	Name	Company	Phone	Email Address
1	ANTHONY VICARDO III	ANTHEM ELEVATOR	562 755 7006	ANTHONY.VICARDO@ANTHEMELEVATOR.COM
2	ERIC ALEXANDER III	ASCENT ELEVATOR	302-772-9810	ERIC.ALEXANDER@ASCENT-ELEVATOR.COM
3	BRUCE McMEYER III	SPINDLER ELEVATOR	714 361 3058	BRUCE.MCMEYER@SPINDLERELEVATOR.COM
4	MIKE KLOTZLY III	STAR ELEVATOR	714 279-8700	MIKE.KLOTZLY@STARELEVATOR.COM
5	JASON BABROCK III	Elevators Etc	909-599-2400	JBABROCK@ELEVATORS.ETC.ORE
6	JAY HUBATEH III	THYSSENKRUPPE ELEVATOR	313 519-2233	JAY.HUBATEH@THYSSENKRUPPE.COM
7	MATT ROUGH III	EXCORSIOR ELEVATOR	714 486 1688	MATT@EXCORSIOR ELEVATOR.COM
8	Don Caulfield III	KONE Elevator	562-577-6182	donlel.caulfield@kone.com
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Tom H. K... 3-21-2012



City of Long Beach

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

03/20/12

NOTICE TO BIDDERS

ADDENDUM NO. 3

PA-00512
City Elevators

This is for informational purposes. The combined small business enterprise (SBE) goal for this project is 5%. See revised page.

Tom [Signature] 3/21/2012

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

PROGRAM PROCEDURES AND GOALS

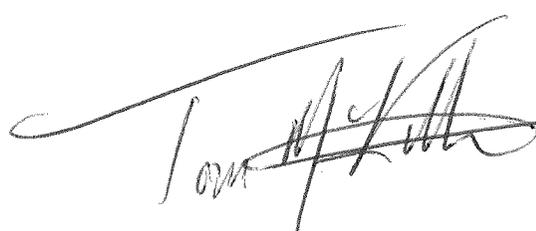
The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp.

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

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

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

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

 3/21/2002



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.5384
Lenore.Blueford@longbeach.gov

March 20, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-00512 ELEVATOR MAINTANENCE AND REPAIR

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00512 Elevator Maintenance and Repair. Please acknowledge receipt of this addendum by signing and returning with your bid.

There have been four changes to the bid on pages 13, 14 and 26. You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum will be disqualified.

From our pre-bid meeting the following specification changes have been made:

Page 13 of 40

Old spec (paragraph reads as follows)

QUALIFICATIONS

In order to bid on Item 1, Contractor shall have a minimum of three years recent experience working on Schindler gearless Haughton 1092 1C elevators and equipment similar to that which is located in City Hall.

Revised spec: delete paragraph

Page 14 of 40

Old spec

CONTRACT AWARD

Bids will be analyzed to determine the lowest responsible bidder for Item 1 and the lowest responsible bidder for Items 2-29. Items 2-29 shall not be split. Depending on the analysis, the City will award either one or two contracts.

Revised spec: delete wording - Items 2-29 shall not be split.

CONTRACT AWARD

Bids will be analyzed to determine the lowest responsible bidder for Item 1 and the lowest responsible bidder for Items 2-29. Depending on the analysis, the City will award either one or two contracts.

Page 26 of 40 2nd paragraph - Old spec reads:

- 1. Annually conduct a data logger study that is supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in sufficient detail to provide the following data:

Revised spec shall read - change wording to When conditions warrant:

- 1. When conditions warrant conduct a data logger study that is supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in sufficient detail to provide the following data:

Page 26 of 40 5th paragraph - Old spec reads:

- B. Provide and maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:

Revised spec shall read: delete wording - Provide and

- B. Maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:

If you have any questions please submit to Lenore.Blueford@longbeach.gov

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

Prepared By: Lenore Blueford Date: March 20, 2012
Buyer

Acknowledged By: [Signature] Date: 4-4-2012

Firm of: Ascent Elevator Services

Bid Protest Procedures

Section 1: Who May Protest

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

Section 2: Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The City Engineer must receive the protest by the close of business on the fifth (5th) business day following the bid opening.

Section 3: Form of Protest

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

Section 4: Additional Information

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

Section 5: City Response to Protest

The City Engineer or designee will respond, by e-mail and regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information. This decision shall be final.

Section 6: Limitation of Remedy

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

Issued: _____

Director of Public Works

Date: _____

8/17/11

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

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

- 1 2.73.030 Contractors subject to requirements.
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 2.73.040 Non-discrimination in provision of benefits.
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 2.73.070 Retaliation and discrimination prohibited.

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

enforcement of this Chapter.

2.73.080 Employee complaints to City.

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

2.73.090 Remedies.

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

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

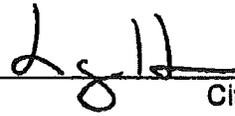
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09 (Date) 
Mayor

ATTACHMENT "2"

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: TOM McKittrick Title: PRESIDENT

Signature:  Date: 4.2.2012

Business Entity Name: ASCENT Elevator SERVICES, INC.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: ASCENT ELEVATOR SERVICES Federal Tax ID No. [REDACTED]
Address: 17152 CRUSADER AVE.
City: CERRITOS State: CA ZIP: 90703
Contact Person: TOM MCKITTRICK Telephone: 323-707-0893
Email: aemckittrick@yahoo.com Fax: 562-8100-3232

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

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

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 2nd day of April, 2012 at Cerritos, CA.

Name TOM McKittrick

Signature Tom McKittrick

Title PRESIDENT

Federal Tax ID No 

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 5% on this contract.

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

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp. **There will be a combined SBE/VSBE/LSBE goal of 1% on this contract.**

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

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

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

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

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

SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. 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 (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
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 the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors 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/subcontractor 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 rendering 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/VSBE/LSBE 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.



COLB FORM SBE-2C: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONSTRUCTION CONTRACTS

SECTION 1

Spec #:		Project Name: <u>Maint. & Repair of City Elevators</u>	Date: <u>4/2/2012</u>
Combined SBE/VSBE/LSBE Goal % Assigned to Contract:		<u>100%</u>	Prime Contract \$ Amount:
Prime Contractor:		<u>ASCENT ELEVATOR SVCS.</u>	<u>\$ 78,588.00</u>
\$ Value of Prime's Participation:		<u>\$ 78,588.00</u>	% of Prime's Participation: <u>100%</u>
\$ Value of SBE Participation:			SBE % of Prime Contract \$ Amount:
\$ Value of VSBE Participation:			VSBE % of Prime Contract \$ Amount:
\$ Value of LSBE Participation:			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 1 st 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>
<u>Ascent Elevator 17752 crusader Ave. Cerritos, Ca. 90703</u>	<u>SBE</u>	<u>1st Tier SUB</u>		<u>Elevator repair & Maint.</u>	<u>\$100,000</u>	<u>5%</u>
<u>SBE# 0037453</u>						

TOM McKitttrick, President

323-787-0893

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

Phone #

[Signature]
Signature

4/2/12

Date

aemckitttrick@yahoo.com

Email



CITY OF LONG BEACH

Department of Financial Management Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 183282

Tom McKittrick

Ascent Elevator Services, Inc.

17752 Crusader Avenue

Cerritos, CA 90703

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. 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:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 335999,238210,333921,238290,532490,333319 SBE Certificate Effective Date: 08/03/09 SBE Certificate Expiration Date: 08/03/12

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 City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
Erik Sund
Business Relations Bureau Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014