

BID NUMBER ITB LB 16-139
TO: CITY OF LONG BEACH
CITY CLERK
ATTN: SOKUNTHEA KOL
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
FIRST AID KITS & SAFETY ITEMS

CONTRACT NO. 34347

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Roseville CA ON THE 23rd DAY OF May, 20 16.
CITY STATE MONTH

COMPANY NAME: Empire Safety & Supply TIN: XXXXXXXXXX
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 10624 Industrial Ave. CITY: Roseville STATE: CA ZIP: 95678

PHONE: 562-513-1141 FAX: 916-781-8111

SI Monette Crawford President
(SIGNATURE) (TITLE)

Monette Crawford mrcrawford@empiresafety.com
(PRINT NAME) (EMAIL ADDRESS)

SI Thomas Crawford Vice President
(SIGNATURE) (TITLE)

Thomas Crawford tcrawford@empiresafety.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

8-26-16
Date

APPROVED AS TO FORM

CHARLES PARKIN
 CITY ATTORNEY

[Signature]
Deputy

8-24-16
ARW

BID NUMBER ITB LB 16-139

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: SUPPLIER CLEARING HOUSE

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

ACKNOWLEDGMENT

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

State of California N/A
County of _____)

On N/A before me, N/A
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature N/A (Seal) N/A

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

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

_____ SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

Address: N/A

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.

Commodity/Service Provided: N/A
Circle appropriate designation: MBE WBE

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

Certified by: N/A
Valid thru: N/A
Dollar value of participation: \$ N/A

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.

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK - ATTN: Sokunthea Kol (Soey)
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

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.

BID DUE DATE: May 24, 2016
TIME: 11:00 am

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.

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

SOEY KOL (562) 570-6123
BUYER TELEPHONE NUMBER

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.

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid. Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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.

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

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

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.

18. INTER-AGENCY PARTICIPATION:

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

YES X NO

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

(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.)

Company Name: N/A

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

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

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

PROJECT OVERVIEW

The City of Long Beach (City) is soliciting bids for furnishing and delivering First Aid Kits & Safety Items for various departments on an as-needed basis for a period of 24 months, with the option to renew for two additional one-year periods.

BID TIMELINE – All times are Pacific Time

Bid release date:	April 26, 2016
Questions, approved equals due to the City:	May 10, 2016 by 4:00 pm
Response from City to bidder:	May 17, 2016 by 4:00 pm
Bid due date:	May 24, 2016 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

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

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

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

METHOD OF SUBMISSION:

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

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

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

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid uploaded as a general attachment.

BID NUMBER ITB LB 16-139

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

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

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

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

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

ITB FS 16-139 First Aid Kits & Safety Items

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, May 24, 2016. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Soey Kol with the bid number in the subject line of the email message.

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 items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

BOND PROVISIONS

Not applicable.

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.

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received. Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3rd) business day.

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

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

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

LOCAL PREFERENCE

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

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

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

AMERICANS WITH DISABILITIES ACT

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

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or

BID NUMBER ITB LB 16-139

contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

BID NUMBER ITB LB 16-139

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

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

INSURANCE

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

ALTERNATE BRANDS/APPROVED EQUALS

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

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

If Bidder desires to bid an "approved equal" item, the Bidder shall submit a request to do so to the City in writing by May 10, 2016 by 4:00 PM, PT. The request shall include all data necessary to substantiate that the item is equal. The City will notify the Bidder, in writing, of approval or disapproval of the equivalent item no later than May 17, 2016, 4:00 PM, PT. Approved equal documentation must be e-mailed to: Purchasingbids@longbeach.gov, or mailed to City of Long, Purchasing Division, Sokunthea Kol, 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802.

CONTRACT PERIOD

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

PRICING

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Unit price increases will not be allowed during the initial twenty-four (24) month period.

RENEWALS

If the Vendor proposes a price increase for a contract renewal, the Vendor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

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

BID NUMBER ITB LB 16-139

PRICE INCREASE

Shall not exceed 5 % during first renewal period.

Shall not exceed 5 % during second renewal period.

WARRANTY

WARRANTY: Manufacturers Warranty (specify days/months/years); If other than the manufacturer's standard warranty.

Bidder shall replace any and all unacceptable orders as defined by the City within 72 hours. In the case that a defective item is supplied, bidder shall provide full replacement at **no cost** to the City.

Items that have been received by the City that cannot be used, have not been used and/or are not damaged shall be accepted for return by the Vendor with no restocking fee.

ADDITIONAL CHARGES

Bidder shall not charge any fees or charges for restocking or service fees for returned items, incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

FUTURE AMENDMENTS

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

DELIVERY & SHIPPING REQUIREMENT

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

WILL CALL

During the term of the Contract, many purchases will be considered an emergency and therefore "Will Call" provisions must be provided by the Contractor.

Do you have "Will Call" capabilities (optional)? YES NO

If so, what is your "Will Call" address?
2386 Artesia Blvd Long Beach CA 90805

BID NUMBER ITB LB 16-139

ON-LINE ORDERING

Does your company currently have on-line ordering?
(Online pricing must be the same as the bid price or less.)

YES X NO _____

If the answer is no, does your company plan to have on-line ordering within the next twelve (12) months?

YES _____ NO _____

If your company currently provides on-line ordering, Contractor shall provide with the bid as a separate attachment any information pertaining to the Contractor's on-line ordering (including the web address/URL).

FACILITY

Please list the address of Bidder's closest facility:

2386 Artesia Blvd. Long Beach, CA 90805

DEFAULT BY VENDOR / TERMINATION

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

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (Purchase Orders (PO)) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. The Contractor must reference the PO number and not the BPO number on all invoices.

The Contractor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. See Attachment F. Please include a printout of your business entity from the website.

For more information, please consult: <http://www.sos.ca.gov>

First Aid Kits & Safety Items

METHOD OF BILLING

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

1. Long Beach Airport, 4100 Donald Douglas Dr, 90808
2. City Prosecutor, City Hall, 333 W. Ocean Blvd, 2nd Floor, 90802
3. Development Services, City Hall, 333 W. Ocean Blvd, 3rd Floor, 90802
4. Financial Management, Administrative Services, 333 W Ocean Blvd., 6th Floor, 90802
5. Financial Management, Fleet Services Bureau, 2600 Temple Ave, 90806
6. Fire Department, 3205 Lakewood Blvd, 90808
7. Gas & Oil Department, 2400 E. Spring St, 90806
8. Harbor Department, 4801 Airport Plaza Dr, 90815
9. Health Department, 2525 Grand Ave, 90815
10. Human Resources, City Hall, 333 W. Ocean Blvd, 13th Floor, 90802
11. Library Services, 101 Pacific Ave, 90802
12. Parks, Recreation & Marine, 2760 Studebaker Rd, 90815
13. Public Works, Environmental Services Bureau, 2929 E Willow St, 90806
14. Public Works, Public Service Bureau, 1651 San Francisco Ave, 90813
15. Technology & Innovation, 333 W. Ocean Blvd, 12th Floor, 90802
16. Water Department, 1800 E. Wardlow Rd, Long Beach, CA 90807

Other Departments may be added as new accounts at any time during the contract period.

INVOICING

Each invoices shall contain:

1. Purchase Order Number
2. Items purchased, including manufacturer's number
3. Site Location (e.g.: Park name) and Supervisor's name
4. Any applicable discounts, prices and sales tax
5. Net payment information, i.e., (net 30)
6. Name of person filling the order

Any invoices submitted that do not contain information required by the City will be rejected until resubmission of documents has been completed according to these standards. **No payments will be made on a statement balance.**

PAYMENT TERMS: Net 30 ; N/A % discount in N/A days.

CONTRACTOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 1

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).

CUSTOMER SERVICE:

Contact Name: Nichole Beatty
Contact Direct Phone: 502-513-1141
Contact Fax: 916-781-8111
Contact E-mail: nbeatty@empiresafety.com

BILLING CONTACT:

Contact Name: Irene Jimenez
Contact Direct Phone: 916-781-3003 x 113
Contact Cell: 916-320-0930
Contact Fax: 916-781-8111
Contact E-mail: Ijimenez@empiresafety.com

SUMMARY OF BID ITEMS & ESTIMATED QUANTITIES

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

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

ITEM #	ESTIMATED ANNUAL QTY	UNIT OF MEASURE	DESCRIPTION	APPROVED MANUFACTURER NUMBER
FIRST AID KITS				
1	1000	Lot	FIRST AID KITS, CITY OF LONG BEACH SEAL STENCILED ON FRONT, (1COLOR) SPECIAL FILL; METAL BOX 9-1/16w x 9-1/16h x 2-3/4"d <u>FILL ITEMS:</u> 3 ea Gauze pads 4"x4" 3 ea Gauze pads 2"x2" 1 ea Adhesive tape 1" x 2-1/2 yds 1 ea Gauze bandage roll non-sterile 2" 10 ea Adhesive Fabric knuckle bandage 10 ea Adhesive Fabric bandages rectangular 1" x 3" 5 ea Adhesive Telfa pads 2" x 3" 1 ea Bio-Hazard Red bag 6" x 9", ziplock closure 1 ea Cold pack Instant 1 ea CPR Microshield Clear Barrier 2 pr Disposable Gloves (non-latex) 1 ea Eye Dressing Packet 1 ea Peroxide Hydrogen 8-0z 1 ea Safety goggles 1 dz Safety pins asst sz 1 pr Scissors 4-1/2" metal 4 ea Elastic (Ace) bandage 3" self-closing 2 ea Triangular Bandage 36x36x52" 1 ea Tweezer plastic 3-1/2" 1 ea Label instruction & component list 1 ea Insert Poison Centers	
2	1000	Lot	FIRST AID KITS, CITY OF LONG BEACH SEAL STENCILED ON FRONT, (1COLOR) SPECIAL FILL; PLASTIC BOX 9-3/16w x 9-3/16h x 2-3/4"d <u>FILL ITEMS:</u> 3 ea Gauze pads 4"x4" 3 ea Gauze pads 2"x2" 1 ea Adhesive tape 1" x 2-1/2 yds 1 ea Gauze bandage roll non-sterile 2" 10 ea Adhesive Fabric knuckle bandage 10 ea Adhesive Fabric bandages rectangular 1" x 3" 5 ea Adhesive Telfa pads 2" x 3" 1 ea Bio-Hazard Red bag 6" x 9", ziplock closure 1 ea Cold pack Instant 1 ea CPR Microshield Clear Barrier 2 pr Disposable Gloves (non-latex) 1 ea Eye Dressing Packet 1 ea Peroxide Hydrogen 8-0z	

BID NUMBER ITB LB 16-139

			<p>1 ea Safety Goggles 1 dz Safety pins asst sz 1 pr Scissors 4-1/2" metal 4 ea Elastic (Ace) bandage 3" self-closing 2 ea Triangular Bandage 36x36x52" 1 ea Tweezer plastic 3-1/2" 1 ea Label instruction & component list 1 ea Insert Poison Centers</p>	
3	1	Lot	<p>Refill items only package for item 1&2 <u>FILL ITEMS:</u> 1 ea Adhesive tape 1" x 2-1/2 yds 1 ea Gauze bandage roll non-sterile 2" 1 ea Cold pack Instant 1 ea CPR Microshield Clear Barrier 2 pr Disposable Gloves (non-latex) 1 ea Eye Irrigation Solution, Saline (.5 oz) 1 ea Peroxide Hydrogen 8-0z 1 ea Safety Goggles 1 dz Safety pins asst sz 1 pr Scissors 4-1/2" metal 4 ea Elastic (Ace) bandage 3" self-closing 2 ea Triangular Bandage 36x36x52" 1 ea Tweezer plastic 3-1/2" 1 ea Label instruction & component list 1 ea Insert Poison Centers</p>	
4	10	Lot	<p>FIRST AID KITS, LONG BEACH HARBOR SPECIAL FILL; 9-1/2" X 9-1/2" WHITE METAL BOX WITH FIRST AID STENCILED ON FRONT, NORTH #651-7295 <u>FILL ITEMS:</u> 1ea Triangular bandage Muslin 1 ea gauze pads, 3"x3" 4pk 1 set Forceps plastic 1 set Scissors 4-1/2" metal 1 ea Butterfly closures 16pk 1 ea Rescue blanket 1 per 2 ea Gauze bandage non-sterile 2"x 6 yards 1 ea Instant cold pak 1 ea Bandage comp 2" offset 1 ea Bandage comp 4" offset 3 ea Adhesive bdg, plastic 1" x 3" 1 ea Disposable gloves latex w/bag 1 ea CPR Microshield PI pouch Standard 1 ea Label instruction & component list 1 ea Insert Poison Centers</p>	<p>#020370K #020430K #020566K #020618K #020630K #020667K #020766K #020768K #020795K #029090K #212065 #770215 #773095</p>
5	10	Lot	<p>FIRST AID KITS, LONG BEACH HARBOR SPECIAL FILL; 9-1/2" X 9-1/2" WHITE PLASTIC BOX WITH FIRST AID STENCILED ON FRONT, NORTH #651-7295 <u>FILL ITEMS:</u> 1ea Triangular Bdg Muslin 1 ea gauze pads, 3"x3" 4pk 1 set Forceps plastic 1 set Scissors 4-1/2" metal 1 ea Butterfly closures 16pk 1 ea Rescue blanket 1 per 2 ea Gauze bandage non-sterile 2"x 6 yards 1 ea Instant cold pak</p>	<p>#020370K #020430K #020566K #020618K #020630K #020667K</p>

BID NUMBER ITB LB 16-139

			1 ea Bandage comp 2" offset 1 ea Bandage comp 4" offset 3 ea Adhesive bdg, plastic 1" x 3" 1 ea Disposable gloves latex w/bag 1 ea CPR Microshield PI pouch Standard 1 ea Label instruction & component list 1 ea Insert Poison Centers	#020766K #020768K #020795K #029090K #212065 #770215 #773095
6	1	Lot	<u>REFILL FOR KITS (OPTION #1):</u> 2 ea adhes tape 1" x 2-1/2 yds 1 Gauze bandage roll non-sterile 2" 4 ea Elastic (Ace) bandage 3" self-closing 1 ea Peroxide Hydrogen 8-oz 1 ea Scissor 5-1/2" metal 1 ea Tweezer 3-1/2 plastic 1 ea Cold pack instant 1 ea safety pins asstd 1-doz 1 ea CPR Microshield Clear Barrier 1 pr Safety Goggles 2 pr Disposable latex gloves 2 ea Triangular bandage 36 x36x52" 1 ea Instruction chart	
7	1	Lot	<u>REFILL FOR KITS (OPTION #2):</u> 2 ea Adhesive tape tenderskin 2's 1 ea Bio-hazard Red bag 6" x 9" ziplock close 3 ea Gauze pads 2" x 2" 2 ea Eye pads std oval sterile 3 ea Gauze pads 4" x 4"	
8	1	Lot	<u>REFILL FOR KITS (OPTION #3):</u> 5 ea Adhesive Telfa pads 2" x 3" 10 ea Adhesive Fabric knuckle bandage 10 ea Adhesive Fabric bandages 1 x 3"	
SAFETY ITEMS				
9	100	EA	FACE SHIELD, SAFETY, 8"X15"-1/2", CREWS	181640
10	50	EA	FACE SHIELD, SAFETY, CLEAR #8154 JACKSON SAFETY VISOR	
11	12	EA	MASK, FULL FACEPIECE SCOTT #AV-3000, 805773-81 SIZE SMALL	
12	24	EA	MASK, FULL FACEPIECE SCOTT #AV-3000, 805773-82 SIZE MEDIUM	
13	36	EA	MASK, FULL FACEPIECE SCOTT #AV-3000, 805773-83 SIZE LARGE	
14	36	EA	1/2 TURN ADAPTER, SCOTT #805622-01	805622-01
15	80	EA	GLASSES, SAFETY, GRAY LENS, UVEX ASTROSPECS 3000, MEETS ANSI Z87. BUILT IN SIDE SHIELDS & BROWGUARD WITH BLUE FRAME	S130
16	150	EA	GLASSES, SAFETY CLEAR LENS, UVEX, ASTROSPECS 3000 MEETS ANSI Z87.1 BUILT IN SIDESHIELDS AND BROWGUARD WITH BLUE FRAMES	S129
17	40	EA	UVEX CASE, SAFETY GLASSES, COLOR BLACK, WITH TOP CLOSING FLAP AND STRAP ATTACHMENT	S490

BID NUMBER ITB LB 16-139

18	4000	PR	EARPLUGS, CLASSIC FOAM, IN POLY BAGS WITHOUT CORD	
19	2000	PR	EARPLUGS, HOWARD LEIGHT MAX - ONE, PINK WITHOUT CORD	
20	20	RL	TAPE, BARRICADE, 3"X1000', YELLOW CAUTION CONSTRUCTION AREA, HARRIS #BT-7	BT-7
21	200	RL	TAPE, BARRICADE, 3"X1000' YELLOW CAUTION, PRINTED IN BLACK "FIRE LINE DO NOT CROSS"	
22	700	EA	RESPIRATORS, DUST-MIST, 3M #8210	8210
23	60	EA	CARTRIDGE, RESPIRATOR N7500-1 NORTH	N7500-1
24	26	EA	RESPIRATOR, HALF MASK, CARTRIDGE TYPE, NORTH #7700-30 MED, LARGE	7700-30
25	25	EA	VEST, ORANGE MESH SAFETY (inexpensive)	345-92-01-048
26	10	EA	VEST, FLOTATION, STERNS, "THE FORCE II IWV 222"	
27	500	EA	PROTECTIVE CLOTHING COVERALL; DISPOSABLE; WHITE TYVEK; ZIPPER CLOSURE; LG to 5X	
28	500	EA	PROTECTIVE CLOTHING COVERALL; DISPOSABLE; WHITE TYVEK; ZIPPER CLOSURE; WITH HOOD & BOOTIES; ELASTIC WRISTS. LG to 5X	
29	10	EA	APRON, ACID PROTECTION, HD POLYVINYL or SIMILAR, TIE OR VELCRO CLOSURE, ONE SIZE FITS ALL	
30	20	EA	APRON, DENIM, WITH BIB & POCKETS; TIE CLOSURE, ONE SIZE FITS ALL	
31	100	EA	CAP, SAFETY - BULLARD #302, WHITE WITH SURE LOCK RATCHET HEAD HOT STAMPED WITH PORT OF LONG BEACH LOGO #302RWTHLBHD/#3000	
32	50	EA	SUSPENSION, HARD HAT SURE LOCK RATCHET TYPE BULLARD #RS6RC	RS6RC
33	60	EA	CAP, SAFETY - BULLARD #33WHR4000HOT STAMPED WITH PORT OF LONG BEACH LOGO, CAMERA READY LOGO ON FILE WITH BULLARD.	33WHR4000HOT
34	60	EA	AS ITEM # 25 EXCEPT WITHOUT THE HOT STAMPED LOGO SAFETY - BULLARD #33WHR40000	33WHR40000
35	128	EA	HARD HAT FIBRE-METAL #3-R SUSPENSION	
36	72	EA	HARD HAT EXTENDER, PAULSON #AS4F	
37	75	EA	HAT, STRAW (for shade) S,M,LG	
38	1100	PR	GLOVES, PIGSKIN, WITH KEYSTONE THUMB, SIZES: SMALL, MEDIUM, LARGE. BEST #4734 S,M,L	4734
39	250	PR	GLOVES, GTEK/HYFLEX NITRILE DIPPED SZ: SM TO XXL	
40	20	PR	GLOVES, ELBOW LENGTH NEOPRENE SZ: L, XL	
41	100	EA	NECK COOLING WRAPS, WATER ACTIVATED, APPROX. SZ: 35"L X 1/5"W; ONE SIZE FITS ALL	
42	5	EA	UMBRELLA, SUN, POLYESTER, APPROX 63" DIA; 73" X 1-1/4" POLE WITH POINTED END TO ALLOW GROUND PENETRATION	
43	5	EA	UMBRELLA, RAIN, STANDARD FOLDING	

BID NUMBER ITB LB 16-139

44	4	DZ	SHOE/BOOT COVERS DISPOSABLE	
45	25	PR	KNEE PADS, SWIVEL, POLYETHYLENE, 2-STRAPS, HOOK & LOOP CLOSURE, ONE SIZE FITS ALL	
46	25	EA	KNEE MAT, RESILIENT FOAM, BUILT IN CARRY HANDLE, APPROX SZ: 1" X14"X21"	
47	10	EA	RESPIRATOR STORAGE BAG, ZIPLOCK, 14"X16"	
48	50	SET	EARTHQUAKE STRAPPING, VELCRO & DBL SIDED TAPE (for bookshelves & cabinets)	
49	70	EA	FLASHLIGHT, 3 "D" CELL, KRYPTON, WATERPROOF STEWART R. BROWN MANUFACTURER #F30K	F30K
50	200	EA	SUN SCREEN, LOTION, SPF-45 4OZ BTL	
51	400	EA	BALM, LIP, SUN SCREEN, #1, SPF-15 ASSTD FLAVORS	
52	10	GAL	30+SPF SUNSCREEN 1-GALLON CONTAINER	
53	500	EA	SQWINCHERS (ELECTROLYTE DRINKS), 10-PACKAGES OF 50 INDIVIDUAL SERVINGS	
54	200	EA	SQWINCHERS (ELECTROLYTE DRINKS), 12.8 OZ CONCENTRATE	
55	110	EA	RESPIRATORY, DUST, FUME, MIST, 3M 8212 TYPE N95	
56	12	EA	BUG BARRIER SPRAY 23.75% DEET 12-OZ	2861605
57	96	PR	DEFENDER MULTI-PURPOSE NORTH CARTRIDGE, P100 #75SC	75SC
58	96	PK	SCOTT MULTI-PURPOSE CARTRIDGE WITH P100 PK2	7422-SD1
59	48	PR	NORTH AMMONIA & METHYLAMINE CARTRIDGE	N75004
60	48	PR	NORTH ORGANIC VAPOR & ACID GAS CARTRIDGE	N75003

ATTACHMENT A

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Empire Safety & Supply
Business/Contractor/Agency

Monette Crawford
Name of Authorized Representative

President
Title of Authorized Representative

Monette Crawford
Signature of Authorized Representative

5/23/16
Date

r21411

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

ATTACHMENT B

REFERENCE LIST

REMOVED

ATTACHMENT C

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

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

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Empire Safety dba Empire Safety & Supply

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
C/O Accounting Dept. P.O. Box 41125

6 City, state, and ZIP code
SAN JOSE, CA 95160

7 List account number(s) here (optional)

Requester's name and address (optional)
City of Long Beach

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-			-		
--	--	--	---	--	--	---	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Tom Knapp*

Date ▶ **5/23/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

____ 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 23rd day of May, 2016 at Roseville, CA.
Name Monette Cavataio Signature Monette Cavataio
Title President Federal Tax ID No. XXXXXXXXXX

ATTACHMENT E
INSURANCE REQUIREMENT



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an Insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

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



City of Long Beach
 Purchasing Division
 333 W. Ocean Blvd 7th Floor
 Long Beach, CA 90802

- Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
 - Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
 - Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
 - Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
 - Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

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

Printed Name: Monette Crawford Title: President
 Signature: *Monette Crawford* Date: 5/23/16

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: Monette Crawford Title: President
Signature: Monette Crawford Date: 5/23/16
Business Entity Name: Empire Safety & Supply

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Empire Safety Federal Tax ID No. [REDACTED]
Address: 10624 Industrial Ave.
City: Roseville State: CA ZIP: 95678
Contact Person: Jan Crawford Telephone: 800-995-7341
Email: JanCrawford@empresafety.com Fax: 928-882-9060

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

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<http://kepler.sos.ca.gov/>

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The browser's address bar and tabs are visible. The website header features the California Secretary of State's logo and the name Alex Padilla, along with a navigation menu including "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registrars".

The main content area is titled "Business Search" and includes the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type:
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type: Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

Privacy Statement | Free Document Reader
Copyright © 2015 California Secretary of State

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.



Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying

Business Entities (BE)

Online Services

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

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, May 20, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	EMPIRE SAFETY
Entity Number:	C1852736
Date Filed:	02/24/1993
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	10624 INDUSTRIAL AVE
Entity City, State, Zip:	ROSEVILLE CA 95678
Agent for Service of Process:	THOMAS CRAWFORD
Agent Address:	10624 INDUSTRIAL AVE
Agent City, State, Zip:	ROSEVILLE CA 95678

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2016 California Secretary of State



City of Long Beach

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

5/17/2016

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

ITB LB 16-139
First Aid Kits & Safety Items

This acknowledgement needs to be signed and included with your bid document. You are required to submit this addendum with bid. Any bidder who fails to submit this addendum may be disqualified.

1. Q: Can a vendor only bid on the first aid kits? We are a nationwide supplier of the first aid kits but do not offer any of the safety items listed on this RFP.

A: Yes, the City reserves the right to award all items to one bidder, or to award separate items or groups of items to various bidders.

2. Q: Are any of the contents listed unitized (in unit boxes)?

A: They can be sold as unit but would like ability to piece order for refills.

3. Q: Bio-Hazard Red Bag 6" x 9", ziplock closure: We have a clear bag, 6" x 9" with a red bio-hazard emblem (see attached picture). Is this bag acceptable?

A: Yes.

4. Q: CPR Microshield Clear Barrier: In addition to the Microshield brand, we also offer a cost saving, generic brand. Is this Microshield brand specific or do you accept substitutions?

A: The City will accept substitutions.

5. Q: Triangular Bandage 36" x 36" x 52": The specs from the manufacturer we use lists these as 36" x 36" x 51". Is this size acceptable?

A: Yes.



City of Long Beach

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

5/20/2016

NOTICE TO BIDDERS

ADDENDUM NO. 2

**ITB LB 16-139
First Aid Kits & Safety Items**

This acknowledgement needs to be signed and included with your bid document. You are required to submit this addendum with bid. Any bidder who fails to submit this addendum may be disqualified.

The City will accept Conquest part #6905 as an approved equal for bid item #39.

Prepared By: Sokunthea Kol Date: May 20, 2016
Buyer I

Acknowledged By: Empire Safety & Supply
Company Name

Nichole Beatty
Print Name

Operations Manager
Title

Nichole Beatty
Signature

5/23/16
Date

ITB LB 16-139 Addendum No. One – First Aid Kits & Safety Items

6. Q: Insert Poison Centers: Is this insert something the City of Long Beach created? Can you provide details of this document?

A: The City did not create card. Vendor to provide a card or something to put inside kit.

7. Q: For the first aid kits on line 2, there are 2 types of plastic cabinets available: Do you require a standard polypropylene cabinet or a high impact polystyrene cabinet (HIPS)? For reference, the HIPS cabinets are approximately 3 times the cost of the polypropylene cabinets.

A: Standard polypropylene.

8. Q: For the items where there is no manufacturer and no item number listed, we are able to quote anything meeting the specs of the listed description, correct?

A: Yes.

9. Q: Attached are 4 specification sheets for line items: 15, 16, 38, and 39 of the bid. I would like to get these items approved in order to bid them on this contract

A:

- Line item #15 – Yes
- Line item #16 – Yes
- Line item #38 – Yes
- Line item #39, Conquest part #6905 – No, does not provide to XXL

10. Q: I would like to bid:

- Line item 4 – with a contents of:

Angel & Giroux 24KITNL	24 unit first aid box-empty	1 each
Dynarex 3642	Triangle Bandage 36"x36"	1 each
Dynarex 3353	Gauze Pad Sterile, 3x3, 12 ply	4 each
Dynarex 4917	Forceps , 4 1/2", plastic, blue	1 each
Pro Stat First Aid 2552	Scissors – 4 1/2"	1 each
Dynarex 3615	Adhesive Bandage-butterfly	16 each
Dynarex 3537	Rescue Blanket, aluminized	1 each
Dynarex 3102	Stretch Gauze Bandage Roll	2 each
Dynarex 4511	Instant Cold Pack 4" x 5"	1 each
Dynarex 3192	Compress Bandage Sterile 2"	1 each
Dynarex 3194	Compress Bandage Sterile 4"	1 each
Dynarex 3602	Adhesive Bandage-Sheet Strips	3 each
Dynarex 1114	Antiseptic prep pad wipes	10 each
Dynarex 1331	BZK Antiseptic towelettes	10 each
American Healthcare 094L	Nitrile Exam Gloves textured	2 pair
Dynarex 4921	CPR Face Shield-one way valve	1 each
Pack-it 21-009	ASHI Basic First Aid Booklet	1 each

ITB LB 16-139 Addendum No. One – First Aid Kits & Safety Items

- Line item 5 – with a contents of:

Pen Plastics S24G	Plastic Empty First Aid Box	1 each
Dynarex 3672	Triangle Bandage 36"x36"	1 each
Dynarex 3353	Gauze Pad Sterile, 3x3, 12 ply	4 each
Dynarex 4917	Forceps, 4 1/2", plastic, blue	1 each
Pro Stat First Aid 2552	Scissors – 4 1/2"	1 each
Dynarex 3615	Adhesive Bandage-butterfly	16 each
Dynarex 3537	Rescue Blanket, aluminized	1 each
Dynarex 3102	Stretch Gauze Bandage Roll	2 each
Dynarex 4511	Instant Cold Pack 4" x 5"	1 each
Dynarex 3192	Compress Bandage Sterile 2"	1 each
Dynarex 3194	Compress Bandage Sterile 4"	1 each
Dynarex 3602	Adhesive Bandage-Sheet Strips	3 each
Dynarex 1114	Antiseptic prep pad wipes	10 each
Dynarex 1331	BZK Antiseptic towelettes	10 each
American Healthcare 094L	Nitrile Exam Gloves textured	2 pair
Dynarex 4921	CPR Face Shield-one way valve	1 each
Pack-it 21-009	ASHI Basic First Aid Booklet	1 each

A:

- Line Item 4 – yes on all except for the following:
 - Dynarex 1114 Antiseptic prep pad wipes 10 each
 - Dynarex 1331 BZK Antiseptic towelettes 10 each
- Line Item 5 – yes on all except for the following:
 - Dynarex 1114 Antiseptic prep pad wipes 10 each
 - Dynarex 1331 BZK Antiseptic towelettes 10 each

Prepared By: Sokunthea Kol Date: May 17, 2016
 Buyer I

Acknowledged By: Empire Safety & Supply
 Company Name
Nichole Beatty Title: Operations Manager
 Print Name
Nichole Beatty Date: 5/23/16
 Signature

Bid Results

Bidder Details

Vendor Name Empire Safety & Supply
Address 10624 Industrial Ave.
 Roseville, CA 95678
 United States

Respondee Nichole Beatty
Respondee Title Operations Manager
Phone 562-513-1141 Ext.
Email nbeatty@empiresafety.com
Vendor Type LBSBE,OSB,WBE

Bid Detail

Bid Format Electronic
Submitted May 23, 2016 11:04:22 PM (Pacific)
Delivery Method Online - 2:00 PM
Bid Responsive
Bid Status Submitted
Confirmation # 80779
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Full Bid Packet - ITB LB-139	LB SCAN.pdf	Completed Bid Doc - all pages, sections, and attachments

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
FIRST AID KITS							
1	FIRST AID KITS, CITY OF LONG BEACH SEAL STENCILED ON FRONT, (1 COLOR) SPECIAL FILL; METAL BOX 9-1/16w x 9-1/16h x 2-3/4"d PER SPECIFICATIONS	Lot	1000	\$24.5000	\$24,500.0000	\$24,500.0000	Part Number ESS 61LB88
2	FIRST AID KITS, CITY OF LONG BEACH SEAL STENCILED ON FRONT, (1 COLOR) SPECIAL FILL; PLASTIC BOX 9-3/16w x 9-3/16h x 2-3/4"d PER SPECIFICATIONS	Lot	1000	\$17.9500	\$17,950.0000	\$17,950.0000	Part Number ESS 61LB88
3	Refill items only package for item 1&2 per specifications	Lot	1	\$8.2500	\$8.2500	\$8.2500	Part Number ESS 60LB40
4	FIRST AID KITS, LONG BEACH HARBOR SPECIAL FILL; 9-1/2" X 9-1/2" WHITE METAL BOX WITH FIRST AID STENCILED ON FRONT, NORTH #651-7295 PER SPECIFICATIONS	Lot	20	\$16.9500	\$339.0000	\$339.0000	Part Number ESS 53LB01

First Aid Kits & Safety Items (ITB LB 16-139), bidding on May 24, 2016 11:00 AM (Pacific)

Printed 08/17/2016

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
5	FIRST AID KITS, LONG BEACH HARBOR SPECIAL FILL; 9-1/2" X 9-1/2" WHITE PLASTIC BOX WITH FIRST AID STENCILED ON FRONT, NORTH #651-7295 PER SPECIFICATIONS	Lot	20	\$11.9500	\$239.0000	\$239.0000	Part Number ESS 53LB11
6	REFILL FOR KITS OPTION #1 PER SPECIFICATIONS	Lot	1	\$8.9500	\$8.9500	\$8.9500	Part Number ESS 51LBR
7	REFILL FOR KITS OPTION #2 PER SPECIFICATIONS	Lot	1	\$0.8900	\$0.8900	\$0.8900	Part Number ESS 52LBR
8	REFILL FOR KITS OPTION #3 PER SPECIFICATIONS	Lot	1	\$0.8900	\$0.8900	\$0.8900	Part Number ESS 53LBR
				Subtotal	\$43,046.9800	\$43,046.9800	
	SAFETY ITEMS						
9	FACE SHIELD, SAFETY, 8"X15"-1/2", CREWS 181640	EA	100	\$1.6900	\$169.0000	\$169.0000	MCR 181640
10	FACE SHIELD, SAFETY, CLEAR #8154 JACKSON SAFETY VISOR	EA	50	\$4.9500	\$247.5000	\$247.5000	Jackson 8154
11	MASK,FULL FACEPIECE SCOTT #AV-3000, 805773 SIZE SMALL	EA	12	0	0	0	No Bid
12	MASK,FULL FACEPIECE SCOTT #AV-3000, 805773 SIZE MEDIUM	EA	24	0	0	0	No Bid
13	MASK,FULL FACEPIECE SCOTT #AV-3000, 805773 SIZE LARGE	EA	36	0	0	0	No Bid
14	1/2 TURN ADAPTER, SCOTT #805622-01	EA	36	0	0	0	No Bid
15	GLASSES, SAFETY, GRAY LENS, UVEX ASTROSPECS 3000, MEETS ANSI Z87. BUILT IN SIDE SHIELDS & BROWGUARD WITH BLUE FRAME PART #S130	EA	80	\$1.2900	\$103.2000	\$103.2000	Pyramex SB420S
16	GLASSES, SAFETY CLEAR LENS, UVEX, ASTROSPECS 3000 MEETS ANSI Z87.1 BUILT IN SIDESHIELDS AND BROWGUARD WITH BLUE FRAMES, PART #S129	EA	150	\$0.9900	\$148.5000	\$148.5000	Pyramex SB401S
17	CASE, SAFETY GLASSES, COLOR BLACK, UVEX #S490 WITH TOP CLOSING FLAP AND STRAP ATTACHMENT	EA	40	\$1.4900	\$59.6000	\$59.6000	UVEX S490
18	EARPLUGS, CLASSIC FOAM, IN POLY BAGS WITHOUT CORD	PR	4000	\$0.0790	\$316.0000	\$316.0000	Pyramex DP1000

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
19	EARPLUGS, HOWARD LEIGHT MAX - ONE, PINK WITHOUT CORD	PR	2000	\$0.1100	\$220.0000	\$220.0000	Hol Max-1
20	TAPE, BARRICADE, 3"X1000', YELLOW CAUTION CONSTRUCTION AREA, HARRIS #BT-7	RL	20	\$6.6500	\$133.0000	\$133.0000	Johnson Wilshire CT2
21	TAPE, BARRICADE, 3"X1000' YELLOW CAUTION, PRINTED IN BLACK "FIRE LINE DO NOT CROSS"	RL	200	\$6.6500	\$1,330.0000	\$1,330.0000	Johnson Wilshire CFL2
22	RESPIRATORS, DUST-MIST, 3M #8210.	EA	700	\$0.6900	\$483.0000	\$483.0000	3M 8210
23	CARTRIDGE, RESPIRATOR N7500-1 NORTH	EA	60	\$9.5000	\$570.0000	\$570.0000	Per Pair
24	RESPIRATOR, HALF MASK, CARTRIDGE TYPE, NORTH #7700-30 MED, LARGE	EA	26	\$19.9500	\$518.7000	\$518.7000	North 7700-30
25	VEST, ORANGE MESH SAFETY (inexpensive)	EA	25	\$2.0500	\$51.2500	\$51.2500	M.L Kishigo P-Mesh
26	VEST, FLOTATION, STERNS, "THE FORCE II IWV 222"	EA	10	\$37.9500	\$379.5000	\$379.5000	Stearns Force II
27	PROTECTIVE CLOTHING COVERALL; DISPOSABLE; WHITE TYVEK; ZIPPER CLOSURE; LG to 5X	EA	500	\$3.9500	\$1,975.0000	\$1,975.0000	DUP TY120S
28	PROTECTIVE CLOTHING COVERALL; DISPOSABLE; WHITE TYVEK; ZIPPER CLOSURE; WITH HOOD & BOOTIES; ELASTIC WRISTS. LG to 5X	EA	500	\$4.6500	\$2,325.0000	\$2,325.0000	DUP TY122S
29	APRON, ACID PROTECTION, HD POLYVINYL or similar, TIE OR VELCRO CLOSURE, ONE SIZE FITS ALL	EA	10	\$3.5000	\$35.0000	\$35.0000	Johnson Wilshire 842545
30	APRON, DENIM, WITH BIB & POCKETS; TIE CLOSURE, ONE SIZE FITS ALL	EA	20	\$3.5000	\$70.0000	\$70.0000	Johnson Wilshire 357005
31	CAP, SAFETY - BULLARD #302, WHITE WITH SURE LOCK RATCHET HEAD HOT STAMPED WITH PORT OF LONG BEACH LOGO #302RWTHLBHD/#3000	EA	100	\$14.9500	\$1,495.0000	\$1,495.0000	BUL 30WHLRB
32	SUSPENSION, HARD HAT SURE LOCK RATCHET TYPE BULLARD #RS6RC	EA	50	\$8.9500	\$447.5000	\$447.5000	BUL RS6RC
33	CAP, SAFETY - BULLARD #33WHR4000HOT STAMPED WITH PORT OF LONG BEACH LOGO, CAMERA READY LOGO ON FILE WITH BULLARD	EA	60	\$16.5000	\$990.0000	\$990.0000	BUL 33WHRPOLB

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
34	AS ITEM # 25 EXCEPT WITHOUT THE HOT STAMPED LOGO SAFETY - BULLARD #33WHR40000	EA	60	\$11.9500	\$717.0000	\$717.0000	BUL 30WHR
35	HARD HAT FIBRE-METAL #3-R SUSPENSION	EA	128	\$8.9900	\$1,150.7200	\$1,150.7200	Fibermetal 3R
36	HARD HAT EXTENDER, PAULSON #AS4F	EA	72	\$11.9500	\$860.4000	\$860.4000	Paulson AS4-F
37	HAT, STRAW (for shade) S,M,LG	EA	75	\$5.8500	\$438.7500	\$438.7500	Dorfman Pacific 388
38	GLOVES, PIGSKIN, WITH KEYSTONE THUMB, SIZES: SMALL, MEDIUM, LARGE. BEST #4734 S,M,L	PR	1100	\$2.8500	\$3,135.0000	\$3,135.0000	Cordova 8813
39	GLOVES, GTEK/HYFLEX NITRILE DIPPED SZ: SM TO XXL	PR	250	\$1.8500	\$462.5000	\$462.5000	Cordova 6905
40	GLOVES, ELBOW LENGTH NEOPRENE SZ: L, XL	PR	20	\$5.9500	\$119.0000	\$119.0000	SAS 6588
41	NECK COOLING WRAPS, WATER ACTIVATED, APPROX. SZ: 35"L X 1/5"W; ONE SIZE FITS ALL	EA	100	\$1.1500	\$115.0000	\$115.0000	Occunomix 940-NAV
42	UMBRELLA, SUN, POLYESTER, APPROX 63" DIA; 73" X 1-1/4" POLE WITH POINTED END TO ALLOW GROUND PENETRATION	EA	5	\$169.5000	\$847.5000	\$847.5000	Allegro 9403-01
43	UMBRELLA, RAIN, STANDARD FOLDING	EA	5	\$6.2500	\$31.2500	\$31.2500	ESS 300732
44	SHOE/BOOT COVERS DISPOSABLE	DZ	4	\$21.5000	\$86.0000	\$86.0000	Tians Int. 723783-per case of 150
45	KNEE PADS, SWIVEL, POLYETHYLENE, 2-STRAPS, HOOK & LOOP CLOSURE, ONE SIZE FITS ALL	PR	25	\$6.9500	\$173.7500	\$173.7500	Allegro 6999
46	KNEE MAT, RESILIENT FOAM, BUILT IN CARRY HANDLE, APPROX SZ: 1" X14"X21"	EA	25	\$17.9500	\$448.7500	\$448.7500	Superior Mgf. 950S1222BL
47	RESPIRATOR STORAGE BAG, ZIPLOCK, 14"X16"	EA	10	\$3.5000	\$35.0000	\$35.0000	Allegro 2000
48	EARTHQUAKE STRAPPING, VELCRO & DBL SIDED TAPE (for bookshelves & cabinets)	SET	50	\$13.5000	\$675.0000	\$675.0000	Safet T Proof MP-201-01
49	FLASHLIGHT, 3 "D" CELL, KRYPTON, WATERPROOF STEWART R. BROWN MANUFACTURED #F30K or approved equal	EA	70	\$14.9500	\$1,046.5000	\$1,046.5000	Steward & Brown F30K

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
50	SUN SCREEN, LOTION, SPF-45 4OZ BTL	EA	200	\$5.9500	\$1,190.0000	\$1,190.0000	Aloe Up 62750
51	BALM, LIP, SUN SCREEN, #1, SPF-15 ASSTD FLAVORS	EA	400	\$1.2500	\$500.0000	\$500.0000	Coretex 71690
52	30+SPF SUNSCREEN 1-GALLON CONTAINER	GAL	10	\$76.5000	\$765.0000	\$765.0000	Coretex 71771
53	SQWINCHERS (ELECTROLYTE DRINKS), 10-PACKAGES OF 50 INDIVIDUAL SERVINGS	EA	500	\$0.2500	\$125.0000	\$125.0000	Sqwincher 060102-FP
54	SQWINCHERS (ELECTROLYTE DRINKS), 12.8 OZ CONCENTRATE	EA	200	0	0	0	Discontinued Item
55	RESPIRATORY, DUST, FUME, MIST, 3M 8212 TYPE N95	EA	110	\$4.5000	\$495.0000	\$495.0000	3M 8212
56	BUG BARRIER SPRAY 23.75% DEET 12-OZ	EA	12	\$5.7500	\$69.0000	\$69.0000	ARI 61605
57	DEFENDER MULTI-PURPOSE NORTH CARTRIDGE, P100 #75SC	PR	96	\$9.5000	\$912.0000	\$912.0000	North 75SC - Per Pair
58	MULTI-PURPOSE CARTRIDGE WITH P100, SCOTT #7422-SD1	PR	96	0	0	0	No Bid
59	AMMONIA & METHYLAMINE CARTRIDGE, NORTH #N75004	PR	48	\$9.9500	\$477.6000	\$477.6000	North N75004 - Per Pair
60	ORGANIC VAPOR & ACID GAS CARTRIDGE, NORTH #N75003	PR	48	\$9.5500	\$458.4000	\$458.4000	North N75003 - Per Pair
				Subtotal	\$27,400.8700	\$27,400.8700	
				Total	\$70,447.8500	\$70,447.8500	