TO:

CITY OF LONG BEACH CITY CLERK ATTN: Sokunthea Kol (Soey) 333 West Ocean Boulevard, Lobby Level Long Beach, California 90802



INVITATION TO BID BLUEPRINTING, REPROGRAPHIC AND RELATED PRODUCTS/SERVICES

CONTRACT NO.

35235

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:	Costa Mesa, CA	STATE C	ON THE	21	DAY OF	Febr	MONTH	Ζ.	_ 20	19 .
COMPANY NAME	: Crisp Imaging				TIN:					
STREET ADDRES	s : <u>3180 Pullman</u>	CITY:	Cost	a Me	sa	•	RAL TAX IDE			92626
PHONE:	714.545.2743		FAX:	714	.668.5	970				
s/	40-		Pre	eside	ent/ C	EO				
Gary Cris	(SIGNATORE)		gci	risp@	@crisp:	unn img.c				
s/ Jai	(PRINT NAME) us Malh.		Ch:	ief (Operat	(EMAIL AE		cer		
Barry Malk	(SIGNATURE)		bma	alki	n@cris	pimg.	•			
	(PRINT NAME) IGNATURES MUST BE NOTARIZED F(O OUT-OF-STATE BID WILL BE CONSI NOTARIES ARE 1	DERED UN	NLESS A I	NOTARIA	L ACKNOWL	EDGMEN	TE OF C			

IN WITNESS WHEREOF the City of Long Beach has caused this contra of the date stated below.	act to be executed as required by law as	APPROVED AS TO PORM	, 20
THE CITY OF LONG BEACH	1,19	CHARLES PARKIN CITY ATTORNEY	
BY Director of Financial Management		Deputy	

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 Partnership State of
General 🗆 Limited 🗆
Joint Venture
Individual DBA Limited Liability Company D State of
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: I Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
Name of certifying agency:
INSTRUCTIONS CONCERNING SIGNATURES
Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring
a signature by officers of your company.
NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.
INDIVIDUAL (Doing Business As)
The only eccentable signature is the sumer of the company. (Only one signature is required.)
 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.
b. The owner's signature must be notalized if the company is located outside of the state of California.
PARTNERSHIP
a. The only acceptable signature(s) is/are that of the general partner or partners.
b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

BLUEPRINTING, REPROGRAPHIC AND RELATED PRODUCTS/SERVICES

ACKN	OWLEDGMENT
A notary public or other officer completing certificate verifies only the identity of the who signed the document to which this co attached, and not the truthfulness, accura validity of that document.	individual ertificate is
State of California County of)
	e me, (insert name and title of the officer)
subscribed to the within instrument and ac in his/her/their authorized capacity(ies), an person(s), or the entity upon behalf of whic	, tory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same ad that by his/her/their signature(s) on the instrument the ch the person(s) acted, executed the instrument. Inder the laws of the State of California that the foregoing
Signature	(Seal)
	OPTIONAL
Though the data below is not required by law, it may prove value of this form.	able to persons relying on the document and could prevent fraudulent reattachment
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
 INDIVIDUAL CORPORATE OFFICER 	
TITLE(S)	TITLE OR TYPE OF DOCUMENT
 ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: 	NUMBER OF PAGES
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	SIGNER(S) OTHER THAN NAMED ABOVE

				e.	
BID	NUMBER	ΙТВ	LB19-008	a.	ţ

ACKNOWLEDGMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of)	
On before me.	
On before me, (insert name and title of the officer)	
personally appeared, 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 (Seal)	
OPTIONAL	
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.	t
CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT	•_
INDIVIDUAL CORPORATE OFFICER	
TITLE OR TYPE OF DOCUMENT	
GENERAL	
GUARDIAN/CONSERVATOR	
DATE OF DOCUMENT	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES): SIGNER(S) OTHER THAN NAMED ABOVI	Ē.

र १९ - जे

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him. The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name:

Address:

Commodity/Service Provided:

Circle appropriate designation: MBE WBE

Ethnic Factors Black Hispanic Asian	of (((Ownershi)))	p: (more than 51% American Indian Other Non-white Caucasian	6) (()))	
Certified by: Valid thru:						 ,
Dollar value o	of pa	articipatio	n: \$			

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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 their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

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

Bids may be withdrawn at any time prior to the bid due date via the Bid Management System.

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:

1. Original bid cover page

2. A notarized California All-Purpose Acknowledgement Form (for companies located outside the State of California)

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

BID DUE DATE:	February 19, 2019	
TIME:	11:00 am	

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

BLUEPRINTING, REPROGRAPHIC AND RELATED PRODUCTS/SERVICES

1

18. INTER-AGENCY PARTICIPATION:

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

YES NO

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

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 indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

- 9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
- 10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
- 11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
- 12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
- 13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
- 14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
- 15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
- 16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
- 17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
- 18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
- 19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
- 20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
- 21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
- 22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
- 23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
- 24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

- 25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
- 26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
- 27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work
- site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-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. This Contract shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.
- 30. 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.

31. 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 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 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 to provide as-needed blueprinting, reprographic and related products/services to various City Departments as described in the specifications and all other bid related documents, for a period of 24 months, with the option to renew for three additional one-year periods.

<u>BID TIMELINE</u> – All times are Pacific Standard Time

Bid release date: "Approved Equals" Requests and Questions due: Response from City to bidder: Bid due date:

January 17, 2019 January 25, 2019 by 4:00 pm February 7, 2019 by 4:00 pm February 19, 2019 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

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

1

Both Electronic and Hard Copies:

- _____ Signed Bid Cover Page
- California All-Purpose Acknowledgment, Notarized, if applicable

Electronic Copies:

- _____ Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- _____ W-9 Form (Attachment C)
- Equal Benefits Ordinance Form (Attachment D)
- _____ Secretary of State Certification (Attachment E)
- First Source Hiring Program Compliance Certification Form (Attachment F)
- _____ Any Addenda

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.

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. See Instructions Concerning Signatures on page 2.

Pricing shall be submitted electronically on the "Line Items" tab and all pages of the bid document and required attachments shall be uploaded under the "Attachment" tab.

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

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.

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:

- 1. Original bid cover page
- 2. 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, Lobby Level Long Beach, CA 90802

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

ITB LB19-008 Blueprinting, Reprographic and Related Products/Services

Electronic Bids and required hard copy forms must be received by 11:00 AM, Pacific Standard Time, February 19, 2019. 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 <u>purchasingbids@longbeach.gov</u> ATTN: Sokunthea 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. See **Attachment B**. Failure to include references may void bid if the city has no prior experience with Bidder.

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.

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.

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent 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 City Purchasing Agent. 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 City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

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

BOND PROVISIONS

Not applicable.

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 contract

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produces 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 nonexclusive, 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 (<u>www.sam.gov</u>). This bid has the potential to be a recipient of Federal funds. Please complete **Attachment A**.

EQUAL BENEFITS ORDINANCE

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

BLUEPRINTING, REPROGRAPHIC AND RELATED PRODUCTS/SERVICES

INSURANCE REQUIREMENTS

See Requirements on page 9, Section 31.

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

FIRST SOURCE HIRING PROGRAM

All contractors and subcontractors ("contractors") performing any work for this award shall be required to comply with the First Source Hiring pilot program. Hiring Long Beach residents to work as contractors for the City of Long Beach ("City") benefits the community, the local workforce, and makes the best use of public funds. First Source Hiring requires qualified City residents be given first consideration for hire through a referral system administered by Pacific Gateway for contracts entered into by the City for non-professional services valued at more than \$100,000 annually, and for City construction/renovation projects, including right of way work, valued at greater than \$100,000 up to, but not including, \$500,000.

All contractors on this project will be required to utilize Pacific Gateway as a first resource to fill all "net new jobs" created through this award. "Net new job" is a full-time, wage-paying job requiring at least thirty-five (35) hours per week, or a part-time, wage-paying job requiring from twenty (20) to thirty-four (34) hours per week, which (i) is a new position that did not exist prior to the date of contract, and (ii) is filled by a new person who is not listed on the employer's last quarterly tax statement for the period prior to the date of contract award. This is for any net new job created at any point in the duration of the contract.

The City retains a ten (10) calendar day reservation period for any net new hires, which is meant to run concurrent with other processes to not delay work or contractor preparation. At least 10 days prior to initiating any steps to source candidates for employment opportunities, the contractor(s) shall provide Pacific Gateway with job descriptions via the First Source Hiring Program Employee Forecast Form. During the ten-day reservation period, contractor(s) shall: receive from Pacific Gateway a list of qualified, pre-screened local candidates to fill the vacancies; review the candidates; and inform Pacific Gateway of the candidates the contractor is or is not interested in further evaluating. The contractor(s) shall make a good faith effort to hire these candidates and shall use normal hiring practices, including interviews, to consider all applicants referred. The interview process can occur outside of the ten-day window. The contractor(s) shall conduct a close-out with Pacific Gateway after positions have been filled by providing Pacific Gateway with a completed First Source Hiring Program Candidate Disposition Form.

For union contractors, First Source Hiring requires the contractor(s) to work with their local union to make good faith efforts to fill net new job positions with qualified City residents during the ten-day local reservation period. During that ten-day reservation period, the union contractor(s) shall: complete the First Source Hiring Program Craft Employee Request Form annotating any new positions, and fax the form to the applicable union representative and Pacific Gateway. The contractor(s) shall conduct a close-out with Pacific Gateway by providing a completed First Source Hiring Program Candidate Disposition Form after all positions have been filled.

All bidders are required to attest to their intent to meet and comply with the requirements of the City's First Source Hiring Program by submitting evidence of their acceptance of the terms and conditions by the execution of the Compliance Certification Form in "**Attachment F**", which must be submitted with their response to this procurement opportunity. At the time that any contractor enters into a subcontract with any subcontractor providing for the performance of this work, the contractor shall require the subcontractor, as part of accepting the award of a subcontract, to agree in writing utilizing the same Compliance Certification Form, to the terms and conditions of First Source Hiring.

Upon issuance of the Notice of Intent to Award, the City will notify Pacific Gateway of the selected contractor(s) and upon award, Pacific Gateway will contact the awarded contractor for the remaining forms. The prime contractor shall be responsible for ensuring any named subcontractors complete the First Source Hiring Program requirements prior to the commencement of work on the project. Noncompliance with the First Source Hiring Program may result in liquidated damages assessed per day/per occurrence, as specified in the First Source Hiring Program Compliance Certification Form.

See Attachment F for required forms.

VALIDITY

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

LOCAL PREFERENCE: EXEMPT

Local Preference shall not apply to this project, as the contract amount is estimated to be above \$100,000.

CONFLICT OF INTEREST

The Vendor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Vendor herein, or does or shall have any direct or indirect financial interest in this Contract.

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 three (3) additional periods of one (1) year each in accordance with terms and conditions stated herein.

Extension Option: Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Long Beach-Anaheim, CA Consumer Price Index (CPI) for All Urban Consumers.

It is agreed that if the City intends to exercise its extension option for the three additional one-year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel

BLUEPRINTING, REPROGRAPHIC AND RELATED PRODUCTS/SERVICES

the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

Pricing: Price increases will not be allowed during the initial twenty-four (24) month period. The City may consider price increases in the event the price of paper increases more than six percent (6%) during the term of the Contract. The Contractor shall give the City Purchasing Agent thirty (30) days prior written notice of any increase. Notice shall include item number, description, and new unit prices. Increase shall be based upon manufacturer's price increase. Evidence of price increase satisfactory to the City shall be submitted and permission given to the City to inspect and verify such cost from the Contractor's records. Price increases will not be granted retroactively.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

ł

ADDITIONAL WORK

The City reserves the right to negotiate a fair and reasonable price for any additional work not covered in these specifications. No additional work shall be performed without the written authorization of the City.

MINIMUM ORDERS

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

INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

SUBCONTRACTORS

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

In the event the City consents to assignment or subcontracting, each term and condition of this Contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the Contract. All permits and licenses necessary to the performance of custodial services shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of custodial services.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

DOCUMENT PROTECTION

Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received. All materials, i.e. artwork, negatives, dies, etc., for each job become the property of the City of Long Beach and must be returned with the delivery of the finished product.

The Contractor shall not duplicate or allow for duplication or distribution of electronic data provided to the Contractor, or created by the Contractor and may not provide said files for review or use to any third party without written permission from the City of Long Beach.

LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each unit shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement. Liquidated damages shall not apply to the time between the date Contractor delivers the unit(s) and the date the City notifies Contractor that the City has rejected the units due to substandard or nonconforming materials.

Should the successful Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such period as may be agreed between the City and Contractor. The City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

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

BILLING/INVOICING REQUIREMENTS

The Billing Invoice shall include the BPO release number and department or bureau name.

Contractor shall issue separate account numbers to each department as follows:

- 1. Airport
- 2. City Manager
- 3. Development Services
- 4. Energy Resources
- 5. Fire
- 6. Harbor (hard copy of invoices required)
- 7. Parks, Recreation & Marine
- 8. Police
- 9. Public Works
- 10. Technology and Innovation
- 11. Water (hard copy of invoices required)

Orders can be placed by multiple departments for the same locations. Billing for invoices should correspond to the requesting department, rather than to the location being serviced. Additional accounts may be added if necessary.

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

The Water Department and Harbor Department shall receive hard copies of invoices, but all others can be sent via e-mail to each department. A list can be provided to the awarded Contractor upon request.

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

Invoice shall include:

- 1) Name of Contractor
- 2) Blanket release number
- 3) Date of order
- 4) Itemized list of request(s)
- 5) Date of delivery or shipment
- 6) Quantity, unit price and extension of each item, less applicable discounts
- 7) Name, and telephone number of Person placing order

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

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

PAYMENT

Delete Section 8 of "INSTRUCTIONS TO BIDDERS" on page 4 in its entirety and replace with the following provisions:

Payment terms are NET 30 unless the Bidder otherwise quotes. Partial payments may be made by the City on delivery & upon receipt and acceptance of goods and Contractor's invoice. The City shall not be billed a "minimum" invoice amount.

Payment Terms: Net _____; ___% discount in _____ days. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids.

VENDOR CONTACT INFORMATION

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

PRIMARY CONTACT:

NAME:	
TITLE:	
ADDRESS:	·
OFFICE PHONE:	
FAX:	
CELL:	
EMAIL:	

SECONDARY CONTACT:

NAME:	
TITLE:	
ADDRESS:	
OFFICE	
FAX:	
NAME:	
BILLING CONTA	
NAME:	
TITLE:	
ADDRESS:	
OFFICE PHONE:	
FAX:	
CELL:	
EMAIL:	

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees. Specify the number of current employees residing in Long Beach: ______.

SPECIFICATIONS

A. The Contractor shall have in house such materials and equipment that may be required to reproduce transparencies or bond originals having widths of 12 inches, 15 inches, 18 inches, 21 inches, 24 inches, 30 inches, 36 inches, and 42 inches. There may also be an occasional requirement for reproductions from transparencies having a width of 54 inches.

The Contractor shall pick up the original transparencies or documents and return them, together with the required reproductions, to the point of origin within twenty-four (24) hours or less for rush jobs. The City may elect to submit digital drawing/graphic information by diskette, CD-ROM or transmit from remote site by modem or through the Internet in place of traditional hardcopy. Digital format will be Autocad Release 14, Autocad 2000, or current release. The City may require delivery of the reproductions to a point in the City other than the point of origin, and there shall be no charge to the City for this delivery. All plan or document reproductions shall be neatly trimmed to size, at no additional charge.

Vendor shall accept Adobe Illustrator CS6 or PDF files from the City if determined to be necessary.

B. <u>DELIVERY SCHEDULE</u>:

Contractor shall provide all the necessary materials, equipment and labor for reproducing prints and copies of maps, drawings, plans and other documents for the City of Long Beach; pickingup the originals, processing the copies and delivering them with the original, back to the point of origin <u>within five (5) business days or less</u> of when the order is placed. Pickup and/or delivery of items will be made two times in the morning and two times in the afternoon of each business day, at the locations requesting this type of service.

State delivery, in days, after receipt of order: _____ (business days) for all other bid items, excluding windscreen/graphic fence wrap.

The City reserves the right to reject a bid based on the bidder's inability to meet the delivery requirements.

The City reserves the right to request an additional unscheduled pick-up or delivery (Rush jobs) in emergency situations. The City also reserves the right to drop off or pickup rush orders at the Contractor's place of business. This shall be done at no charge to the City.

Deliveries shall be FOB Destination City of Long Beach; delivery locations and City contacts will be specified in each purchase order. Price quoted shall include all shipping, handling, and inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach.

There are approximately fifteen (15) delivery locations that may be needed under this contract. Additional locations may be added if necessary.

C. <u>TARGET MEDIA</u>: **Reproduction Paper** - The paper used in the reproduction of prints or transparencies shall be of good quality that will produce clean-cut, clean, readable lines and figures. Bond paper 20-lb white, vellum – Clearprint 1000H or equal, drafting film (mylar) .004" thick, 2-sided matte. DISKETTES, CD-ROM, OR REMOVABLE MEDIA: shall be clearly labeled.

SPECIFICATIONS

- D. <u>WORKMANSHIP</u>: All reproductions furnished shall be done by workers skilled in said work. Care shall be exercised by the workers to insure the best prints possible from the original. The City will inspect all reproductions for quality of work and the City reserves the right to reject any work that is not satisfactory to it.
- E. <u>QUALITY</u>: To insure quality, there shall not be a rejection rate greater than two percent (2%). Rejection rates of more than two percent (2%) shall be cause for immediate termination of the Contract. The right to reject shall rest solely with the end user. Signature for receipt of blueprints shall not be construed as an approval of the quality of the product.
- F. <u>BINDING</u>: When reproductions of plans are ordered hereunder, or when sets of plans are furnished by the City for full binding, they shall be neatly trimmed to a uniform size and be bound on the left hand edge with the plan-sheets positioned as leaves in a bound book. Each set of plans shall be returned with a backing sheet made of Kraft paper. The backing sheet shall be of sufficient size to cover the back of the plans and have a border along the top and bottom edges extending beyond the edge of plans, of a width of not less than ³/₄ inch, and a border along the right hand edge of not less than 3 inches in width. The backing sheet shall be one complete sheet of paper, free of splices, and not less than 50 lb Kraft paper.

The City may have a need for post bound sets for drawing sets that have more than 300 sheets per set. The Contractor shall have the capability to bind said sets. Binding shall be done only at the request of the using department.

- G. <u>FOLDING</u>: If required, plans shall be folded to the size stipulated in the order.
- H. <u>EQUIPMENT FACILITIES</u>: The Contractor shall have a shop adequately equipped for satisfactory performance of the services required hereunder. The equipment and facilities may be subject to inspection prior to an award of the Contract. At the option of the City Purchasing Agent, the bidder may be required to submit sufficient evidence that bidder has immediately available, or will have available as needed, sufficient resources to provide the necessary equipment, materials and personnel to perform the services required.
- I. <u>MEASUREMENT AND PAYMENT</u>: All work completed under this Contract shall be measured according to the United States Standard Measure for reproductions on paper or cloth of standard widths of 12 inches, 15 inches, 18 inches, 21 inches, 24 inches, 30 inches, 36 inches, 42 inches, and 52 inches.

For payment of non-standard sizes that need trimming, measurement shall include the width of paper or cloth for the respective reproduction measured to a line ½ inch beyond the trim line. If the trim line is not visible, measurement shall be made to a theoretical line 1-1/2 inches beyond the designs, dimensions or titles shown on the transparency. Theoretical trim lines shall be approximately perpendicular to the roll edges of the paper specified. Cost of trims shall be included in the unit price specified in the Bid; separate charges for trims shall not be permitted.

Payment for the reproductions measured as specified above will be made by the exact square foot measurement, length times width, without rounding up.

SPECIFICATIONS

- J. <u>RESPONSIBILITY</u>: The Contractor shall be responsible for any and all loss or damage to transparencies or documents while they are in the Contractor's possession, commencing with pick-up and ending with the return to and the examination and acceptance by the office of origin. Liability shall include but not be limited to loss or damage from fire, theft, handling, loss in transit, overnight storage, etc.
- K. <u>INVOICE FORMS</u>: The Contractor shall provide invoice forms to each using department, at no charge to the City. Said forms shall be not less than a 4-part form. Each form will have an invoice number of not less than 6-digits stamped or printed on the form and there shall be only one 6-digit number per form. Said number shall not be duplicated on another form in current use. Using department will complete the form when requesting services. One part of the form will be retained by the using department. All other copies shall be returned to the Contractor with the work. At least two (2) copies of invoice (including prices) shall be returned with the work to the using department.
- L. <u>MISCELLANEOUS</u>: Miscellaneous blueprinting services and/or reproduction services not specified herein may be purchased in an amount not to exceed \$1,000 per release order. The Bidder shall submit its standard price list with the Bid. The Bidder shall indicate the discount offered the City for miscellaneous services not listed in the bid. Said discount shall remain firm throughout the contract period.
- M. <u>GEOGRAPHIC LOCATION</u> of the Contractor's Shop from which the service will be rendered (if more than one address will provide service, both addresses shall be shown):

Name of Shop: Street Address: City, County, Zip Code:	
Percent of Service at This Location:	%
Name of Shop: Street Address:	
City, County, Zip Code:	
Percentage of Service at This Location:	%

I

SPECIFICATIONS

N. WINDSCREEN/GRAPHIC FENCE WRAP PRINTING AND INSTALLATION

The City seek a Contractor to provide printing and installation of windscreen/graphic fence wrap banners around the perimeters of construction sites. Most sites are surrounded by temporary chain link fences or plywood fences. The City has many construction projects ongoing and decorative fence wraps are used to protect the job site, as well improve the aesthetic of the site during the construction phases. These services potentially could be awarded to a separate Contractor as these services require on-site installation by the Contractor.

Installations of widescreen/graphic fence wrap banners shall only be performed on temporary fences; no bolting or affixing to walls/real property shall be allowed under this contract.

Contractor shall provide all necessary materials, equipment and labor to furnish and install fence wrap within 3-4 weeks of when the order is placed.

State delivery, in days, after receipt of order: _____ (business days) for windscreen/graphic fence wrap.

Once the construction project is complete, the firm shall remove, clean and return the banners to the City. The City will provide all artwork and the firm will be responsible for printing the banners, and installing at various locations throughout the City.

The Contractor will be required to take measurements at the site of installation and provide the layout of the graphics.

All artwork will be provided by the City as either jpeg, pdf, or other high resolution formats. All artwork will be the property of the City of Long Beach and will remain the property of the City.

Windscreen/Graphic Fence Wrap shall be attached to fence fabric and steel tension wires at 18inch centers with a minimum of #14-gauge tie wire or industrial-strength zip ties or wood screws. All fence fabric shall have finished edges and grommets. Windscreen shall be maintained and all rips, tears, missing sections shall be fixed at the request of the City.

One-year no fade warranty from date of delivery. One-year warranty on stitching and grommets from date of delivery.

Generally, the fence panels are approximately 8 to 10' in length and 3 to 8' in height depending on the size of the fence section being used. 100% of one side of the windscreen will be printed in color.

Installation shall be performed during working hours of Monday – Friday, 7:00 AM to 5:00 PM, PST.

ALL PRICES SHALL NOT INCLUDE SALES TAX. DELIVERY OF ALL MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES SHALL BE **FOB DESTINATION CITY OF LONG BEACH**.

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

There shall be no additional charges for fuel, fuel surcharges, disposal fees/increases, travel time, wait time, labor or insurance charges, pre-flight charges, or any other charge not listed. All costs shall be included in the unit cost.

PRICING SHALL BE ENTERED ELECTRONICALLY IN PLANETBIDS.

ltem	Description	Unit of Measure (M = Per 1000)	Unit Price
Α	DIAZO WHITEPRINTER, MEDIA DEVELOPMENT		
1	Direct Blueline or Blackline Reproduction up to 54" Width	Per ft ²	Input Electronically
2	Non Erasable Sepia Vellum Reproduction up to 42" Width	Per ft ²	Input Electronically
3	Erasable Sepia Vellum Reproduction up to 42" Width	Per ft ²	Input Electronically
4	Direct Presentation Brownline or Blackline Reproduction up to 42" Width	Per ft ²	Input Electronically
5	Direct Mylar or approved equal (plastic film) Print Reproduction up to 42" Width	Per ft²	Input Electronically
В	XEROGRAPHY		
B1	Large Format XerographySame Size Development		
6	Bond	Per ft ²	Input Electronically
7	Non-Erasable Vellum	Per ft ²	Input Electronically
8	Erasable Vellum	Per ft ²	Input Electronically
9	Presentation Bond #32	Per ft ²	Input Electronically
10	Mylar (or approved equal), 2-sided matte	Per ft ²	Input Electronically
B2	Large Format XerographyReduction / Enlargement (Enlargements up to 200%, down to 45%, up to 36% without splice)		
11	Bond	Per ft ²	Input Electronically

SUMMARY OF BID ITEMS

BID SECTION

12	Non-Erasable Vellum	Per ft ²	Input
13	Erasable Vellum	Per ft ²	Electronically Input
15		D 62	Electronically
14	Mylar (or approved equal), 2-sided matte	Per ft ²	Input Electronically
В3	Color print	Per ft ²	Input Electronically
15	Color prints on paper up to 11" X 17" (can be printed in a small format printer)	Per ft ²	Input Electronically
16	Printing Specifications 8 1/2" X 11 doubled-sided (minimum of 300 sheets) with cover and screw posts.	Per set	Input Electronically
С	PLOTTING		
17	Bond (black and white printing acceptable)	Per ft ²	Input Electronically
18	Vellum (black and white printing acceptable)	Per ft ²	Input Electronically
19	Mylar (black and white printing acceptable)	Per ft ²	Input Electronically
20	11" X 11" color plot of exhibits and lamination	Per ft ²	Input Electronically
21	11" X 11" color plot of exhibits and lamination, double-sided	Per ft ²	Input Electronically
22	12" X 12" color plot of exhibits and lamination	Per ft ²	Input Electronically
23	12" X 12" color plot of exhibit and lamination, double-sided	Per ft ²	Input Electronically
24	2' X 2' color plot of exhibit, mounted on foam board	Per ft ²	Input Electronically
25	3' X 3' color plot of exhibit, mounted on foam board	Per ft ²	Input Electronically
26	4' X 4' color plot of exhibit, mounted on foam board	Per ft ²	Input Electronically
27	5' X 5' color plot of exhibit, mounted on foam board	Per ft ²	Input Electronically
28	2' X 2' color plot of exhibit, mounted on foam board with dry erase	Per ft ²	Input Electronically
29	3' X 3' color plot of exhibit, mounted on foam board with dry erase	Per ft ²	Input Electronically
30	4' X 4' color plot of exhibit, mounted on foam board with dry erase	Per ft ²	Input Electronically
31	5' X 5' color plot of exhibit, mounted on foam board with dry erase	Per ft ²	Input Electronically
32	2' X 2' color plot of exhibit, mounted on gator board	Per ft ²	Input Electronically
33	3' X 3' color plot of exhibit, mounted on gator board	Per ft ²	Input Electronically
34	4' X 4' color plot of exhibit, mounted on gator board	Per ft ²	Input Electronically

BID SECTION

.

.

35	5' X 5' color plot of exhibit, mounted on gator board	Per ft ²	Input Electronically
36	2' X 2' color plot of exhibit, mounted on sintra board with dry erase lamination	Per ft ²	Input Electronically
37	3' X 3' color plot of exhibit, mounted on sintra board with dry erase lamination	Per ft ²	Input Electronically
38	4' X 4' color plot of exhibit, mounted on sintra board with dry erase lamination	Per ft²	Input Electronically
39	5' X 5' color plot of exhibit, mounted on sintra board with dry erase lamination	Per ft²	Input Electronically
40	24'' X 36'' color plot (colored plans)	Per ft²	Input Electronically
41	Black and white plotting	Per ft ²	Input Electronically
D	NCR PRINTING		
42	Long Beach Fire Department Emergency Medical Report (5M, 8.5" x 11", color 4/1 black, 8-pt NCR)	Per 5M	Input Electronically
43	Long Beach Fire Department Emergency Medical Report Page 2 (5M, 8.5" x11", color 4/1 black, 5-pt NCR white, canary, green, pink, and blue)	Per 5M	Input Electronically
44	Long Beach Police Department Traffic Citations [Judicial Council of California Form Revised 5/17 (Veh. Sec. 40500(b), 40513(b), 40522, 40600; Pen. Code Sec. 853.9) TR-130] (20M bound into 800 books, 2-part NCR, 25 sets per book, 4.25" x 9.63, customized sequence numbering with 30F9 barcodes, tag covers with writing flap to be inserted between sets)	Per 20M	Input Electronically
45	Animal Care Services Administrative Citations (20M bound into 100 books, 2-part NCR, 25 sets per book, 4.25" x 9.63, customized sequence tag covers with writing flap to be inserted between sets)	Per 20M	Input Electronically
Е	VINYL BANNERS		
46	 72" x 38" after hemming, single sided Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 18" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. 	Per Banner	Input Electronically
	Color: Full Color		

,

BID SECTION

47	 72" x 38" after hemming, double sided Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 18" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. Color: Full Color 	Per Banner	Input Electronically
	240" x 48" after hemming		
48	Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 18" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. Color: Full Color	Per Banner	Input Electronically
	480" x 96" after hemming		
49	Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 18" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. Color: Full Color	Per Banner	Input Electronically
50	Additional Square Footage for single-sided Vinyl Banners	Per ft ²	Input Electronically
51	Additional Square Footage for double-sided Vinyl Banners	Per ft ²	Input Electronically

+

~

	WINDSCREEN/GRAPHIC FENCE WRAP: Installation shall be on		
F	temporary fences only; no bolting or affixing to real property will be		
	allowed under this contract.		
	8'-10' Length x 3'-5' Height		
52	(graphics may be affixed on concrete traffic barrier)		
	Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 12" increments in between corners.		
	Finishing: All banners must be hemmed to conceal rough edges.	Per Banner	Input Electronically
	Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh.	Dunier	
	Color: Full Color		
	80% blockage		
	Includes installation		
	8'-10' Length x 5'-8' Height	· ·	
	(installed on a temporary standard chain link fence or metal fence)		
	Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 12" increments in between corners.		
53	Finishing: All banners must be hemmed to conceal rough edges.	Per Banner	Input Electronically
	Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh.		
	Color: Full Color		
	80% blockage		
	Includes installation		
	Banner of a smaller size, less than 100 ft²		
	(installed on a temporary standard chain link fence or metal fence)		
	Grommets: Insert grommets across the top and bottom of		
	banners in each corner and in approximately 12" increments in between corners.		
			lucio est
54	Finishing: All banners must be hemmed to conceal rough edges.	Per ft ²	Input Electronically
	Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh.		
	Color: Full Color		
	80% blockage		
	Includes installation		

	Banner of a larger size, greater than 100 ft ² (installed on a temporary standard chain link fence or metal fence)		
55	 Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 12" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. Color: Full Color 6 80% blockage Includes installation 	Per ft²	Input Electronically
56	 3 mil 48" x 96" white aluminum composite with anti-graffiti lamination (installed on a temporary standard chain link fence or metal fence) Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 12" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. Color: Full Color 80% blockage Includes installation 	Per Banner	Input Electronically
57	 White premium high-tack adhesive vinyl in 10' sections with anti- graffiti lamination (installed on a temporary standard chain link fence or metal fence) Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 12" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl mesh. Color: Full Color 80% blockage Includes installation 	Per Banner	Input Electronically

58	 4'x4' fluted chloroplast full color (installed on a temporary standard chain link fence or metal fence) Grommets: Insert grommets across the top and bottom of banners in each corner and in approximately 12" increments in between corners. Finishing: All banners must be hemmed to conceal rough edges. Fabric: Vinyl substrates including but not limited to vinyl and vinyl 	Per Banner	Input Electronically
	mesh. Color: Full Color 80% blockage Includes installation		,
G	MISCELLANEOUS PRINTING		
59	3 mm white Sintra, full color print (outdoor interpretative signs, trail maps, signs for inserts for existing sandwich board signs)	Per ft ²	Input Electronically
60	6 mm white Sintra, full color print (outdoor interpretative signs, trail maps, signs for inserts for existing sandwich board signs)	Per ft²	Input Electronically
61	Coroplast, full color print, full color print (light weight water/irrigation signs with "H" frames/stakes, as were the signs placed in street medians.	Per ft ²	Input Electronically
62	3/16" Ultra-board, full color print, full color print (exterior signs requiring sturdy material)	Per ft ²	Input Electronically
63	Utility Bill inserts (155M, trimmed size 8.5" x11", full bleed, color 4/4, 80# book)	Per 155M	Input Electronically
64	Police FI cards (100M, trimmed size 3 ³ / ₄ " x 5 ¹ / ₈ ", bleed, color 1/1 black, 80# cover smooth uncoated long grain, trim; round-corner ¹ / ₄ " radius, <i>must be printed offset—registration must be perfect</i>)	Per 100M	Input Electronically
65	Public hearing posters (30" x 40", photo gloss paper, 5-mm full-seal lamination, no bleed, color 1/0 black)	Each	Input Electronically
66	Purchase Order forms (100M 8.5" x11", no bleed, color 1/1 Pantone Process blue, 20# bond, shrink-wrap into packages of 100)	Per 20M	Input Electronically
67	Letterheads— <i>must be printed offset</i> — (0.5M, 8.5" x11", no bleed, color 4/4, 24# Capitol Bond 96 bright white 24% rag)	Per 0.5M	Input Electronically
68	Presentation folders (gold foil finish) (9M, 80# Classic Crest Patriot Blue, 10.5" x 26" bi-fold size, 10.5" x 13" quarter-circle die cuts for inserting proclamation paper)	Per 1M	Input Electronically
69	Certificate paper (10M, 4/0 + Gold Foil, 8.5" x 14" 80# Sundance Felt Warm White Text, shrink-wrap into packages of 250)	Per 5M	Input Electronically
70	Decals (4.5M, trimmed size 1" x 2", color 4/0, UV- and weather- resistant, sequence numbered 0050001–009501)	Per 4.5M	Input Electronically
71	Decals (0.5M, trimmed size 2" x 2", color 4/0, UV- and weather- resistant, reverse-mounted, sequence numbered 0000001–000500)	Per 0.5M	Input Electronically
72	Decals (3M, trimmed size 5" x 3", color 4/0, UV- and weather- resistant, reverse-mounted, sequence numbered 0000001–003000)	Per 3M	Input Electronically

,

BID NUMBER ITB LB19-008

BID SECTION

Н	MISCELLANEOUS BINDING AND FINISHING		
73	Staple & Edge Bind Sets (up to 25 sheets)	Per set	Input Electronically
74	Staple & Edge Bind Sets (up to 75 sheets)	Per set	Input Electronically
75	Staple only (up to 75 sheets)	Per set	Input Electronically
76	Full Bind Sets (up to 75 sheets)	Per set	Input Electronically
77	Full Bind, Post Bound Sets (over 75 sheets)	Per set	Input Electronically
78	Folding Prints & Copies (shop fold)	Per sheet	Input Electronically
79	Folding Prints & Copies (book fold/special fold)	Per sheet	Input Electronically
80	Folding Prints & Copies (map fold)	Per sheet	Input Electronically
81	Screw binding	Per set	Input Electronically
82	Per sq. ft. scanning (color or black & white)	Per ft ²	Input Electronically
83	Round-cornering (1/8" radius, all four corners)	Per sheet	Input Electronically
84	Die-cutting/scoring (sample jobs Know More STD packaging and LBPD patch holders)	Per sheet	Input Electronically
85	Serial numbering	Per sheet	Input Electronically
86	Lamination (10 mil laminate)	Per ft²	Input Electronically
87	Shrink-wrapping	Per package	Input Electronically
I	MISCELLANEOUS OTHER		
88	For blueprinting, reproduction, and related services not specified herein, Contractor shall state percentage discount offered to the City from Contractor's price list. Discount from Contractor's price list shall remain firm throughout the Contract period. Price list of services not specified herein shall be provided to	%	Input Electronically
	the City following bid award.		

THIS PAGE IS INTENTIONALLY LEFT BLANK

ł

t

Blueprinting, Reprographic and Related Products/Services (ITB LB19-008), bidding on February 26, 2019 11:00 AM (Pacific)

Bid Results

Bidder Details

Vendor Name Address	Crisp Enterprises Inc., dba Crisp Imaging 3180 Pullman Street Costa Mesa, CA 92626 United States
Respondee	Barry Malkin
Respondee Title	COO
Phone	949-241-1957 Ext.
Email	bmalkin@crispimg.com
Vendor Type	NONE

ļ

Bid Detail

Bid Format	Electronic
Submitted	February 23, 2019 6:12:28 PM (Pacific)
Delivery Method	e-bid
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	167551
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title				File Name		File Type		
cover page bid docs and addendas				All Attachments.pdf			Completed Bid Document (all pages/sections) & Any Addenda	
Line I	tems							
Disco	ount Terms no dis	count						
Туре	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment	
	A: DIAZO WHITE	EPRINTER, MEDIA D	EVELOPMEN	Г				
1	Direct Blueline or	Blackline Reproduction	on up to 54" Wi	dth				
	Item 01	PER SQ FT	1	\$0.0100	\$0.0100	\$0.0100		
2	Non Erasable Se	pia Vellum Reproduct	ion up to 42" W	lidth				
	Item 02	PER SQ FT	1	\$0.0100	\$0.0100	\$0.0100		
3	Erasable Sepia V	ellum Reproduction u	p to 42" Width					
	Item 03	PER SQ FT	1	\$0.0100	\$0.0100	\$0.0100		
4	Direct Presentation	on Brownline or Black	ine Reproducti	on up to 42" Width				
	Item 04	PER SQ FT	1	\$0.0400	\$0.0400	\$0.0400		
5	Direct Mylar or ap	oproved equal (plastic	film) Print Rep	roduction up to 42" Width	1 ·			
	Item 05	PER SQ FT	1	\$0.8500	\$0.8500	\$0.8500		
				Subtotal	\$0.9200	\$0.9200		

ţ

Blueprinting, Reprographic and Related Products/Services (ITB LB19-008), bidding on February 26, 2019 11:00 AM (Pacific)

Bid Results

Туре	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
6	B1:XEROGRAP Bond	HYGRAPHY: Large F	ormat - Same	Size Development		
	Item 06	PER SQ FT	1	\$0.0800	\$0.0800	\$0.0800
7	Non-Erasable Ve	ellum				
	Item 07	PER SQ FT	1	\$0.4000	\$0.4000	\$0.4000
8	Erasable Vellum					
	ltem 08	PER SQ FT	1	\$0.4000	\$0.4000	\$0.4000
9	Presentation Bor	nd #32		Ŧ		1
	Item 09	PER SQ FT	1	\$0.0800	\$0.0800	\$0.0800
10	Mylar (or approve	ed equal), 2-sided mat	e			
	ltem 10	PER SQ FT	1	\$0.8500	\$0.8500	\$0.8500
				Subtotal	\$1.8100	\$1.8100
11	B2: XEROGRAP Bond	HY: Large Format - R	eduction/Enl	argement (Enlargement	s up to 200%, down to 45	5%, up to 36% without splice)
	Item 11	PER SQ FT	1	* 0.0000	A-	
			1	\$0.0800	\$0.0800	\$0.0800
12	Non-Erasable Ve					
	Item 12	PER SQ FT	1	\$0.4000	\$0.4000	\$0.4000
13	Erasable Vellum		·			
	Item 13	PER SQ FT	1	\$0.4000	\$0.4000	\$0.4000
14	Mylar (or approve	d equal), 2-sided matte	э .			
	Item 14	PER SQ FT	1	\$0.8500	\$0.8500	\$0.8500
				Subtotal	\$1.7300	\$1.7300
15	B3: XEROGRAPH Color prints on pa	Print Color Print per to 11"x17" (can be	printed in a sr	nall format printer)		
	Item 15	PER SQ FT	1	\$0.2000	\$0.2000	\$0.2000
16	Printing Specificat	tions 8 1/2" x 11 double	e-sided (minim	um of 300 sheets) with co	over and screw posts.	
	Item 16	PER SQ FT	1	\$17.1000	\$17.1000	\$17.1000
				Subtotal	\$17.3000	\$17.3000
7	C: PLOTTING Bond (black and w	hite printing acceptabl				
•	Item 17	PER SQ FT	e) 1	\$0.0800	* 0.0000	AB B B B B B B B B B
•				φ0.0000	\$0.0800	\$0.0800
8		white printing accepta	-			
	Item 18	PER SQ FT	1	\$0.4000	\$0.4000	\$0.4000
9	Mylar (black and w	vhite printing acceptabl	e)			
	Item 19	PER SQ FT	1	\$0.8500	\$0.8500	\$0.8500

Blueprinting, Reprographic and Related Products/Services (ITB LB19-008), bidding on February 26, 2019 11:00 AM (Pacific)

Į

Bid Results

Type 20	item Code 11" x 11" color pic	UOM It of exhibits and lami	Qty ination	Unit Price	Line Total	Discount Comment
,	Item 20	PER SQ FT	1	\$0.8800	\$0.8800	\$0.8800
21	11" x 11" color plo	t of exhibits and lami	ination, double-	sided		
	Item 21	PER SQ FT	1	\$1.1800	\$1.1800	\$1.1800
22	12" x 12" color plo	t of exhibits and lami	ination			
	Item 22	PER SQ FT	1	\$0.8800	\$0.8800	\$0.8800
23	12" x 12" color plo	t of exhibits and lami	ination, double-	sided	(
	Item 23	PER SQ FT	1	\$1.1800	\$1.1800	\$1.1800
24	2' x 2' color plot of	exhibit, mounted on	foam board			
	Item 24	PER SQ FT	1	\$1.0500	\$1.0500	\$1.0500
25	3' x 3' color plot of	exhibit, mounted on	foam board			
	Item 25	PER SQ FT	1	\$1.0500	\$1.0500	\$1.0500
26	4' x 4' color plot of	exhibit, mounted on	foam board			
	Item 26	PER SQ FT	1	\$1.0500	\$1.0500	\$1.0500
27	5" x 5' color plot o	f exhibit, mounted on	foam board			
	Item 27	PER SQ FT	์1	\$1.0500	\$1.0500	\$1.0500
28	2' x 2' color plot of	exhibit, mounted on	foam board wi	th dry erase		
	Item 28	PER SQ FT	1	\$1.7100	\$1.7100	\$1.7100
29	3' x 3' color plot of	exhibit, mounted on	foam board wi	th dry erase		
	ltem 29	PER SQ FT	1	\$1.7100	\$1.7100	\$1.7100
30	4' x 4' color plot of	exhibit, mounted on	foam board wi	th dry erase		
	Item 30	PER SQ FT	1	\$1.7100	\$1.7100	\$1.7100
31	5' x 5' color plot of	exhibit, mounted on	foam board wi	th dry erase		
	Item 31	PER SQ FT	1	\$1.7100	\$1.7100	\$1.7100
32	2' x 2' color plot of	exhibit, mounted on	gator board			
	Item 32	PER SQ FT	1	\$1.7000	\$1.7000	\$1.7000
33	3' x 3' color plot of	exhibit, mounted on	gator board			
	Item 33	PER SQ FT	1	\$1.7000	\$1.7000	\$1.7000
34	4' x 4' color plot of	exhibit, mounted on	gator board			
	Item 34	PER SQ FT	1	\$1.7000	\$1.7000	\$1.7000
35	5' x 5' color plot of	exhibit, mounted on	gator board			
	Item 35	PER SQ FT	1	\$1.7000	\$1.7000	\$1.7000

Printed 03/18/2019

Blueprinting, Reprographic and Related Products/Services (ITB LB19-008), bidding on February 26, 2019 11:00 AM (Pacific)

Bid Results

Туре	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment	
36	2' x 2' color plot o	of exhibit, mounted on	i sintra board w	ith dry erase lamination			
	Item 36	PER SQ FT	1	\$2.2600	\$2.2600	\$2.2600	
37	3' x 3' color plot o	of exhibit, mounted on	sintra board w	ith dry erase lamination			
	Item 37	PER SQ FT	1	\$2.2600	\$2.2600	\$2.2600	
38	4' x 4' color plot o	of exhibit, mounted on	sintra board w	ith dry erase lamination			
	Item 38	PER SQ FT	1	\$2.2600	\$2.2600	\$2.2600	
39	5' x 5' color plot c	of exhibit, mounted on	sintra board w	ith dry erase lamination		1	
	Item 39	PER SQ FT	1	\$2.2600	\$2.2600	\$2.2600	
40	24" x 36" color pl	ot (colored plans)					
	Item 40	PER SQ FT	1	\$0.3500	\$0.3500	\$0.3500	
41	black and white p	lotting					
	Item 41	PER SQ FT	1	\$0.0800	\$0.0800	\$0.0800	
				Subtotal	\$32.7600	\$32.7600	
42	D: NCR PRINTIN			_			
42					ec. 40500(b), 40513(b), 40	0522, 40600; Pen. Code Sec. 853	.9) TR-130]
	Item 44	Per 20M	1	no bid			
43	Animal Care Serv	ices Administrative C	itations				
	Item 45	Per 20M	1	no bid			
				Subtotal	0	0	
44	E: VINYL BANNE	mmin, single sided					
	ltem 46	PER	1	\$20.4500	\$00.4500		
		BANNER	I	\$29.4500	\$29.4500	\$29.4500	
45	72" x 38" after her	nmin, double sided					
	Item 47	PER BANNER	1	\$57.0000	\$57.0000	\$57.0000	
46	240" x 48" after he	emmina					
	ltem 48	PER BANNER	1	\$124.0000	\$124.0000	\$124.0000	
47	480" x 96" after he						
-11		-	4	1 004 0000	•		
	ltem 49	PER BANNER	1	\$304.0000	\$304.0000	\$304.0000	
48	Additional Square	Footage for single sid	ed vinyl banne	rs			
	Item 50	PER SQ FT	1	\$1.7500	\$1.7500	\$1.7500	
49	Additional Square	Footage for double si	ded vinyl banne	ers	· · · · ·		
	Item 51	PER SQ FT	1	\$3.0000	\$3.0000	\$3.0000	

Blueprinting, Reprographic and Related Products/Services (ITB LB19-008), bidding on February 26, 2019 11:00 AM (Pacific)

Bid Results

Туре	ltem Code	UOM	Qty	Unit Price Subtotal	Line Total \$519.2000	Discount Comm \$519.2000	ient
	F: WINDSCREEN	/GRAPHIC FENCE	WRAP (Includ	es Installation)			
50	8'-10' Length x 3'-{ (graphics above a	5' Height wall or concrete tra	ffic barrier)				
	Item 52	PER BANNER	1	\$37.2000	\$37.2000	\$37.2000	
51	8'-10' Length x 5'-8 (installed on a star	3' Height ndard chain link fend	ce or metal fenc	e)			
ſ	Item 53	PER BANNER	1	\$62.0000	\$62.0000 !	\$62.0000	
52	Banner of a smalle	er size, less than 10	0 ft²				
	Item 54	PER SQ FT	1	\$1.7500	\$1.7500	\$1.7500	
53	Banner of a larger	size, greater than 1	00 ft²				
	Item 55	PER SQ FT	1	\$1.5500	\$1.5500	\$1.5500	
54	3 mil 48" x 96" whi	te aluminum compo	site with anti-gr	affiti lamination			
	Item 56	PER BANNER	1	\$119.6800	\$119.6800	\$119.6800	
55	White premium hig	gh-tack adhesive vir	yl in 10' section	s with anti-graffiti laminat	tion		
	Item 57	PER BANNER	1	\$196.0200	\$196.0200	\$196.0200	
56	4'x4' flutted chloro	plast full color					
	Item 58	PER BANNER	1	\$15.8400	\$15.8400	\$15.8400	
				Subtotal	\$434.0400	\$434.0400	
57	G: MISCELLANE		loor interpretativ	ve signs, trail maps, sign	s for inserts for existing sar	ndwich board signs)	
	Item 59	PER SQ FT	1	\$1.7200	\$1.7200	\$1.7200	
58	6 mm white Sintra	, full color print (outo	loor interpretativ	ve signs, trail maps, sign	s for inserts for existing sar	ndwich board signs)	
	Item 60	PER SQ FT	1	\$2.9700	\$2.9700	\$2.9700	
59	Coroplast, full colo	r print, full color prir	it (light weight w	ater/irrigation signs with	"H" frames/stakes, as were	e the signs placed in street	medians)
	Item 61	PER SQ FT	1	\$1.2300	\$1.2300	\$1.2300	
60	3/16" Ultra-board,	full color print, full c	olor print (exteri	or signs requiring sturdy	material)		
	Item 62	PER SQ FT	1	\$1.7200	\$1.7200	\$1.7200	
61)# book). Inserts shall be si ;; typically, 2-3 times during		il the City give
	Item 63	Per 155M	1	no bid			
62		00M, trimmed size 3 stration must be perf		d, color 1/1 black, 80# co	over smooth uncoated long	grain, trim; round-corner 1⁄2	i" radius, must b
	Item 64	Per 100M	1	no bid			

be

PlanetBids, Inc.

Туре 63	Item Code Public hearing pos	UOM sters (30" x 40", photo g	Qty ploss paper, 5-	Unit Price mm full-seal lamination	Line Total , no bleed, color 1/0 black)	Discount Comment
	Item 65	EACH	1	\$28.4400	\$28.4400	\$28.4400
64	Purchase Order for	orms (100M 8.5" x11", r	io bleed, color	1/1 Pantone Process b	lue, 20# bond, shrink-wrap in	to packages of 100)
	Item 66	Per 20M	1	no bid		
65	Letterheads-must	be printed offset-(0.5M	, 8.5" x11", no	bleed, color 4/4, 24# C	apitol Bond 96 bright white 24	4% rag)
	Item 67	Per 0.5M	1	no bid		
66	Presentation folde	rs (gold foil finish, 9M, a er)	80# Classic Cr	est Patriot Blue, 10.5" >	(26" bi-fold size, 10.5" x 13" (quarte-circle die cuts for inserting
	Item 68	Per 1M	1	no bid		
67	Certificate paper (10M, 4/0 + Gold Foil, 8.	5" x 14" 80# S	undance Felt Warm Wi	nite Text, shrink-wrap into pao	ckages of 250)
	Item 69	Per 5M	1	no bid		
68	Decals - 4.5M, trin	nmed size 1" x 2" (color	4/0, UV- and	weather-resistant, sequ	ence numbered 0050001-009	9501)
	Item 70	Per 4.5M	1	no bid		
69	Decals - 0.5M, trin	nmed size 2" x 2" (color	4/0, UV- and v	weather-resistant, reve	rse-mounted, sequence numb	pered 0000001-000500)
	Item 71	Per 0.5M	1	no bid		
70	Decals - 3M, trimn	ned size 5" x 3" (color 4	/0, UV- and we	eather-resistant, reverse	e-mounted, sequence numbe	red 0000001-003000)
	Item 72	Per 3M	1	no bid		,
				Subtotal	\$36.0800	\$36.0800
74		OUS BINDING AND FI				
71		d Sets (up to 25 sheets				
	Item 73	PER SET	1	0	0	0
72	Staple & Edge Bin	d Sets (up to 75 sheets)			
	Item 74	PER SET	1	0	0	0
73	Staple only (up to 3	75 sheets)				
	Item 75	PER SET	1	\$0.3500	\$0.3500	\$0.3500
74	Full Bind Sets (up	to 75 sheets)				
	ltem 76	PER SET	1	0	0	0
75	Full Bind, Post Bou	und Sets (over 75 sheet	ts)			
	Item 77	PER SET	1	0	0	0
76	Folding Prints & Co	opies (shop fold)				
	Item 78	PER SHEET	1	\$0.1500	\$0.1500	\$0.1500
77	Folding Prints & Co	opies (book fold/special	fold)			
	Item 79	PER SHEET	1	\$0.0500	\$0.0500	\$0.0500

Ţ

Printed 03/18/2019

Blueprinting, Reprographic and Related Products/Services (ITB LB19-008), bidding on February 26, 2019 11:00 AM (Pacific)

Bid Results

Туре	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
78	Folding Prints & 0	Copies (map fold)				
	ltem 80	PER SHEET	1	\$0.1500	\$0.1500	\$0.1500
79	Screw binding					
	Item 81	PER SET	1	\$3.0000	\$3.0000	\$3.0000
80	Scanning (color o	r black & white)				
	Item 82	PER SQ FT	1	\$0.1000	\$0.1000	\$0.1000
81	Round-comering	(1/8" radius, all four o	omers)		1	
	Item 83	PER SHEET	1	\$0.2500	\$0.2500	\$0.2500
82	Die-cutting/scoring	g (sample jobs Know	More STD pac	kaging and LBPD patch I	holders)	
	Item 84	PER SHEET	1	no bid		,
83	Serial numbering					
	ltem 85	PER SHEET	1	\$0.0500	\$0.0500	\$0.0500
					the second se	and and a second se
84	Lamination (10 mi	l laminate)				
	ltem 86	PER SQ FT	1	\$1.2000	\$1.2000	\$1.2000
85	Shrink-wrapping					
	ltem 87	PER PACKAGE	1	\$0.2500	\$0.2500	\$0.2500
				Subtotal	\$5.5500	\$5.5500
	I: MISCELLANEO	US OTHER				
86	I: MISCELLANEO	PACKAGE		Subtotal		\$5.5500

For blueprinting, preproduction and related services not specified in bid, Contractor shall state percentage discount to the City from Contractor's price list. Contractor must enter percentage at the Unit Price (10% would be entered as .10)

Item 88	PERCENTA GE	0	\$0.4500	0	0 65%
				and a second	
			Subtotal	0	0
			Total	\$1,049.3900	\$1,049.3900

Page 7

ITB LB19-008 Blueprinting, Reprographic and Related Products/Services Amendment

Vendor shall submit response in writing on this form. Vendor shall state all information clearly and legibly.

Whereas the unit of measure for Item #16 - Printing Specifications 8 1/2" X 11 doubled-sided (minimum of 300 sheets) with cover and screw posts states PER SQ FT in PlanetBids line items, the correct unit of measure is PER SET, as stated on page 30 of 36 – item #16 of the ITB document.

1

Vendor acknowledges and agrees to this correction by signing below.

ACKNOWLEDGED BY:	Crisp Imaging					
	Company Name					
	Barry Malkin	Chief Operating Officer				
	Print Name	Title				
1	Bany Malh.	3/25/19				
	Signature	Date				

ATTACHMENT A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

ITB LB19-008

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.

Crisp Imaging

Business/Contractor/Agency

Barry Malkin

Chief Operating Officer

Name of Authorized Representative

Barry Malk Signature of Authorized Representative

Title of Authorized Representative

February 21, 2019

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 <u>System for Award Management</u> at <u>www.sam.gov</u> 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

ITB LB19-008



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

Reference Information Form

Client/Contractor Name City of Anaheim
Project Manager/Contact Name Esther Robles E-mail eroble@anaheim.net Ph. No. 714.765.4093
Address 200 S. Anaheim Blvd., Anaheim, CA 92805
Project Description Printing and Related Services
Project Dates (Start and End) $\frac{11/30/18}{262,000.0}$ Contract Term(s) $\frac{1}{2}$ year Contract Amount $\frac{$262,000.0}{}$
Client/Contractor Name Long Beach Unified School District
Project Manager/Contact Name Julia La E-mail Ph. No. 562.997.7553
Address 2425 Webster Avenue, Long Beach, CA 90810
Project Description Printing and Related Services
Project Dates (Start and End) 5/2014 Contract Term(s) Ongoing Contract Amount Open
Client/Contractor Name Los Angeles Unified School District
Project Manager/Contact Name Joel Lewis E-mail Ph. No Ph. Ph.
Address 8525 Rex Road, Pico Rivera, CA 90660
Project Description Xerox Direct Print Reproduction Services
Project Dates (Start and End) <u>12/1/18</u> Contract Term(s) <u>3 year</u> Contract Amount <u>Open</u>
Client/Contractor Name San Diego Unified School District
Project Manager/Contact Name Jenny Damiano E-mail jdamian@sandi.net Ph. No. 858.522.5815
Address 2351 Cardinal Lane, Bldg M, San Diego, CA 92123
Project Description Printing and Related Services
Project Dates (Start and End) <u>10/2009</u> Contract Term(s) <u>Ongoing</u> Contract Amount <u>Open</u>
Client/Contractor Name Anaheim Union High School District
Project Manager/Contact Name Patricia Neely E-mail E-mail P@auhsd.us Ph. No Ph. No
Address 501 Crescent Way Anaheim, CA 92803
Project Description Printing, Scanning and Digital Archival Services
Project Dates (Start and End) $\frac{02/2016}{02.000}$ Contract Term(s) <u>ongoing</u> Contract Amount <u>\$220,000.0</u> 0
Reference Information Form – Attachment B ITB LB19-008

ATTACHMENT C

W9 TAX FORM

Form	W-	-9
(Rev. N	ovembe	r 2017)
Departn	nent of th	e Treasur
Internal	Revenue	Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	Crisp Enterprises Inc.		
	2 Business name/disregarded entity name, if different from above		
	dba Crisp Imaging		
on page 3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Chefollowing seven boxes. Individual/sole proprietor or C Corporation S C Corporation Partnership	eck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	single-member LLC		Exempt payee code (if any)
₹, <u>f</u>	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner		
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member ov LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the c another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its own	wner of the LLC is	Exemption from FATCA reporting code (if any)
ecit	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. 3180 Pullman Street	Requester's name a	nd address (optional)
	6 City, state, and ZIP code Costa Mesa, CA 92626		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
Entery	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to ave	oid Social sec	urity number
backu	p withholding. For individuals, this is generally your social security number (SSN). However, for	ora	
esidei entities	nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	to III	

resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

	-	_		
O r Employe	r identifica	tion numbe	ər	
	<u> </u>			

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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 for Part II, later,

Sign		\sim		
Here	Signature of U.S. person ►	Bany Malle	_{Date▶} February 21,	2019

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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, later.

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, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: Barry Malkin	Title: Chief	Operating	Officer
Signature: <u>Anany Malli</u>	_Date: <u>2/21/</u>	19	

Business Entity Name: Crisp Imaging

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Barry Malkin	_ Federal Tax ID No. 33-0934203
Address:3180 Pullman Street,	Costa Mesa, CA 92626
City: Costa Mesa	State: CA ZIP: 92626
Contact Person: Barry Malkin	Telephone: 714.545.2743
Email: bmalkin@crispimg.com	Fax: <u>714.668.5970</u>

Section 2. <u>COMPLIANCE QUESTIONS</u>

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____Yes x___No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? <u>×</u> 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?
 <u>×</u>__Yes ____No
- Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- 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? <u>x</u> Yes _____No

(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. <u>CERTIFICATION</u>

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	$\frac{21}{1}$ day of <u>Fe</u>	ebruary ,2019,at Costa Mesa ,CA
Name_Barr	y Malkin	Signature Sam Malh.
Title ^{Chief}	Operating	OfficeFederal Tax ID No.33-0934203

ATTACHMENT E

SECRETARY OF STATE CERTIFICATION PRINTOUT

https://businesssearch.sos.ca.gov/

Business Search - Business Entities - Business	Programs California Secretary of State - Internet Explorer	
ttps://businesssearch.sos.ca.gov/		1013
Business Search - Business E ×		
le Edit View Favorites Tools Help 、 免Convert ▼ 最Select		
a) 📔 Business Search - Business 🗿 PURCHAS	SING 🖻 PLANETBIDS 🧉 INTRANET HOME. 🎩 System for Award Manage 🖪 Suggested Sites 🜒 City of Long Beach - Legistar	r
Skip to Main Content Skip to Footer		
	Secretary of State	K
About Business Notary & Authen	ntications Elections Campaign & Lobbying State Archives Registries News Contact	
Business Entities (BE)	O Business Search	
Online Services		
E-File Statements of Information for Corporations	This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on shocking as around a name are cristic Name and the statements are provided to serve as a name availability search.	
Business Search	search. For information on checking or reserving a name, refer to Name Availability. To conduct a search:	
Processing Times	Select the applicable search type.	
Disclosure Search	 In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation 	ion,
Service Options	the number must begin with the letter C. Select the search filter you wish to use to locate the entity if searching for an entity name. 	
Name Availability	 Select the Search button. 	
Forms, Samples & Fees	 For help with searching an entity name or number, refer to <u>Search Tips</u>. 	
Statements of Information (annual/biennial reports)	All fields marked with an asterisk (*) are required.	
Filing Tips	Search Type *	
Information Requests (certificates, copies & status reports)	O Search by Corporation Name O Search by LP/LLC Name O Search by Entity Number Search Criteria * Search Filter Keyword V	
Service of Process		
	Search	

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

S State (Domestic Stock an FEES (Fi If this is an IMPORTANT – READ INST 1. CORPORATE NAME CRISP ENTERPRISES, INC. 2. CALIFORNIA CORPORATE NUM No Change Statement (Not appli	C2240265 cable if agent address of record is a P.C	G THIS FORM	FY27 FILE In the office of the S of the State or JUL-26 This Space for Fili astructions.)	ED Secretary of State f California 2018 ng Use Only
 If there have been any changes of State, or no statement of inf 	s to the information contained in the l ormation has been previously filed, t	ast Statement of Infor	rmation filed with the Cali pleted in its entirety.	-
If there has been no chang of State, check the box and	e in any of the information contained in t	the last Statement of In	formation filed with the Cali	fornia Secretary
Complete Addresses for the Fol	lowing (Do not abbreviate the name of t	ne city. Items 4 and 5 ca	annot be P.O. Boxes.)	
4. STREET ADDRESS OF PRINCIPAL EX	KECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL B	JSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION	DN, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
Names and Complete Addresser officer may be added; however, the pre 7. CHIEF EXECUTIVE OFFICER/ 8. SECRETARY	s of the Following Officers (The comprinted titles on this form must not be alter ADDRESS	city	STATE	ZIP CODE
	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Names and Complete Addresses director. Attach additional pages, if new	s of All Directors, Including Directo	ors Who are Also Of	ficers (The corporation mu	ust have at least one
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
address, a P.O. Box address is not ac certificate pursuant to California Corpor 14. NAME OF AGENT FOR SERVICE OF F	he agent is an individual, the agent must r ceptable. If the agent is another corpora ations Code section 1505 and Item 15 mu	tion, the agent must hav st be left blank.	tem 15 must be completed wi ve on file with the California STATE	ith a California street Secretary of State a ZIP CODE
Type of Business 16. DESCRIBE THE TYPE OF BUSINESS (DF THE CORPORATION			
07/26/2018 DATE TYPE/PRINT NAI	OF INFORMATION TO THE CALIFORNIA SE Y ATTACHMENTS, IS TRUE AND CORRECT. CHELL A ME OF PERSON COMPLETING FORM	ECRETARY OF STATE, T TTORNEY/AGENT TITLE	HE CORPORATION CERTIFIES	
SI-200 (REV 01/2013)			APPROVED BY SI	ECRETARY OF STATE

ATTACHMENT F

FIRST SOURCE HIRING PROGRAM

THE FIRST SOURCE HIRING PROGRAM COMPLIANCE CERTIFICATION FORM MUST BE COMPLETED/SIGNED AND SUBMITTED WITH YOUR BID.

THE FOLLOWING FORMS ARE ATTACHED FOR REFERENCE AND ONLY NEEDS TO BE COMPLETED UPON CONTRACT AWARD:

- FIRST SOURCE HIRING PROGRAM CANDIDATE DISPOSITION FORM
- FIRST SOURCE HIRING PROGRAM CRAFT EMPLOYEE REQUEST FORM (UNION)
- FIRST SOURCE HIRING PROGRAM EMPLOYMENT FORECAST FORM (NON-UNIÓN)



City of Long Beach Purchasing Division 333 West Ocean Boulevard, 7th Floor Long Beach, CA 90802

Attachment F FIRST SOURCE HIRING PROGRAM COMPLIANCE CERTIFICATION

Any proposer/bidder is required to attest to their intent to meet and comply with the requirements of the City's First Source Hiring Program, which requires qualified City residents be given first consideration for hire on any net new jobs resulting from the contract or associated subcontracts through a referral system administered by Pacific Gateway. These conditions are required on any non-professional (i.e. not consulting nor similar professional services) contracts valued at more than \$100,000 annually, or construction/renovation contracts valued at greater than \$100,000 up to, but not including, \$500,000.

During the term of the contract, the contractor and all subcontractors, henceforth referred to as "contractor(s)", shall:

- 1. At least ten calendar days prior to initiating any steps to source candidates for a job opportunity, provide notification of that opportunity to Pacific Gateway via the First Source Hiring Employment Forecast Form:
- 2. Within those ten days, review the pre-screened candidates referred by Pacific Gateway, and inform Pacific Gateway of any candidates the contractor/subcontractor is interested in further evaluating;
- 3. Conduct interviews of candidates the contractor is interested in further evaluating. The interviews can be outside of the 10-day window:
- 4. Provide Pacific Gateway with a close-out report by utilizing the First Source Hiring Program Candidate Disposition Form. List all referred candidates, annotating who was or was not hired. For those not hired, the rationale for the decision shall be given.

Union Contractors: Union contractors shall work with local trades union to fill vacancies with Long Beach residents while adhering to the ten-day window described above. Contractors shall:

- 1. Complete the First Source Hiring Program Craft Employee Request Form and provide it to the associated union representative. The contractor shall forward Pacific Gateway a copy of all personnel requests made to the trades unions to show evidence of fulfilling local resident consideration;
- 2. Complete the First Source Hiring Program Candidate Disposition Form to provide Pacific Gateway a list of individuals hired from the unions, and if they were not hired, the reason why.

Contractors performing work that is subject to First Source Hiring shall certify their acceptance of compliance as part of their proposal. Failure to comply to the First Source Hiring program may result in liquidated damages assessed per day/per occurrence. Signing below constitutes a legal signature confirming the contractor acknowledges and agrees to the terms above and will comply

with the First Source Hiring program.	FOR OFFICE USE ONLY:
Contractor Type: X Prime Contractor Subcontractor	or DURCHASING DATE:
Union Contractor: Yes X No	PACIFIC GATEWAY DATE:
# Anticipated net new jobs:	Date: February 21, 2019
Printed Name: Barry Malkin	
Signed: <u>Sauy</u> Malli	_Phone: 714.545.2743

ITB LB19-008



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

February 7, 2019

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

ITB LB 19-008 Blueprinting, Reprographic & Related Products/Services

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

The City would like to update the specifications of **line item #63, under Miscellaneous Printing**. Additional information provided in red fonts.

Utility Bill inserts (155M, trimmed size 8.5" x11", tri-fold; full bleed, color 4/4, 80# book). Inserts shall be stored at Bidder's facility until the City give notices to release shipment(s). Delivery shall be in cartons and will be periodic; typically, 2-3 times during a 30 days billing cycle.

The questions and answers are as follows:

1. Q: Regarding line item 86 (10 Mil laminate), are you looking specifically for sheets of laminate film that would work on a heat-activated board or are you looking for rolls of lamination film?

A: Neither, this lamination is finishing step for print jobs we would eventually send to the vendor.

2. Q: Can you please provide this additional information for Item 68 – Presentation folders. It is foil only...no printing? Does it foil on front face only or other areas? What is the approximate size of foil areas?

A: Yes, it is foil only, no other printing. The face has the City seal with two lines of text; approximate total area is 4.0 square inches. The back has the Union label, along with a recycled symbol; approximate total is 0.31 square inches.

ITB LB19-008 Addendum No. 1

3. Q: Can you please provide this additional information for Item 69 – Certificates. Need foil location(s) and approximate size of those foil areas.

A: The initials L, B and C are the only areas with gold fold. The approximate areas are approximately 0.10, 0.14 and 0.21 square inches, respectively. A photo is provided attached.

4. Q: Line items 66, 68, 69 the quantity shown in the description column is different than the column shown for how to input the quote.

Example line item 66 says 100M, but the quote input column is 20M.

Is the total for these items correct in the description column, and that will be the total qty purchased at one time, but you would like the pricing input in the smaller qty range?

A: The quantity shown in the description column should match the quantity in the quote input column. That was an administrative error.

5. Q: Line item 46:

Bid request states vinyl substrates including but not limited to vinyl and vinyl mesh. Our vinyl and vinyl mesh have slightly different price.

We will quote and specify the least expensive material, and then add notes in the comment section unless there is a different method you would like this information conveyed.

A: The City would like a less costly price, but it must be at least a 10 oz. vinyl for our 72" x 38" banner sizes and 13 oz. vinyl for the larger banner sizes.

6. Q: Line item 42:

Does the printing bleed off the page? Color Sequence for the NCR Is the binding, edge binding on the 8.5" side and please confirm there is no stub at the top or perforation on the form.

A: This item has been deleted from the ITB. The City is no longer using this form.

7. Q: Line item 43:

Does the printing bleed off the page? Is the binding, edge binding on the 8.5" side and please confirm there is no stub at the top or perforation on the form.

A: This item has been deleted from the ITB. The City is no longer using this form.

ITB LB19-008 Addendum No. 1

- 8. Q: Line item 44:
 - How many colors print per side, does the printing bleed off the edge. No bleed.
 - Color sequence for the NCR. White/Canary
 - Is the customized sequence numbering with 3OF9 barcodes referring to the tag covers or the individual forms? Customized sequence is for individual forms.
 - If on the tag covers is that the only information printed, and in black ink. We assume binding is on the short side 4.25". Yes.
 - Is there a perf on these forms to allow easy removal from the book? Yes.

A: See answers above.

- 9. Q: Line item 45:
 - How many colors print per side, does the printing bleed off the edge. No bleed.
 - Color sequence for the NCR. White/Canary
 - Is the sequence printing on the tag covers the only printing on the tag covers, and in black ink? Sequence printing is on individual sets of citations.
 - We assume binding is on the short side 4.25". Yes.
 - Is there a perf on these forms to allow easy removal from the book? Yes.
 - Is the artwork available to view for these four NCR forms? Yes, it is provided attached.
 - A: See answers above.
- 10. Q: Line item 63: Utility bill Inserts. Is the 80# book coated or uncoated paper stock?
 - A: Coated.

11.Q: Line item 68:

- Assume gold foil finish refers to the imprint? Is it flat foil or embossed? Please specify size of foil imprint or send artwork for review. Foil is flat; and see answer to question #2.
- Assume there are no pockets on this presentation folder, please confirm. Correct, there no pockets, just the quarter-circle die-cuts.
- Assume there are four quarter circle die cuts for inserting proclamation paper, please confirm. Correct, there no pockets, just the quarter-circle die-cuts.

A: See answers above.

ITB LB19-008 Addendum No. 1

12.Q: Line item 69:

- Does the 4 color printing bleed? No.
- Gold foil is it flat, or embossed. Please specify size of the gold imprint or send artwork for review. Foil is embossed. Artwork is provided attached.

A: See answers above.

13. Q: Line items 70, 71, 72

• These 3 decals specify UV and weather resistant. Only line item 72 refers to 3M brand. Is 3M necessary for all 3 decals? Or only 1. Or is a suitable brand OK for all 3 decals, not necessarily 3M as long as it is UV and weather resistant?

The 3M in the description is referring to the quantity, not brand. UV- and weather-resistance needed for all three decals.

- Are these square cut, or round cornered decals? Square cut.
- Do the decals have a full bleed or a margin? Decals have full bleed.
- Is the sequential numbering black ink? Sequential numbering is in black ink.
- Is there a certain size for the numbering that is important? Latest artwork attached.

The font sizes for the item numbers as follows:

Item 70	16 pts (DIN Next Lt Pro)
Item 71	16 pts (DIN Next Lt Pro)
Item 72	36 pts (DIN Next Lt Pro)

A: See answers above.

PREPARED BY:

Sokunthea Kol, Buyer II

ACKNOWLEDGED BY:

Crisp Imaging

Company Name

Raul Cuevas

Print Name

nul Cecera Signature

2/21/19

Director of Customer Relations

Date

Title



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

February 12, 2019

NOTICE TO BIDDERS

ADDENDUM NO. 2

ITB LB 19-008 Blueprinting, Reprographic & Related Products/Services

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disgualified.

THE ITB DUE DATE HAS BEEN EXTENDED TO FEBRUARY 26, 2019 BY 11:00 AM, PST.

The City released Addendum #1 for Q & A on February 7, 2019. Since that time, the City received an additional question. The City has determined that it is essential to respond to the question.

Q: Is the 3OF9 barcode on line item 44 a static barcode, or variable. Do you have an image of the artwork for this item available?

A: The barcode is variable—it encodes a sequence number. The artwork is provided attached.

PREPARED BY:

Sokunthea Kol, Buyer II

ACKNOWLEDGED BY:

Crisp Imaging **Company Name**

Raul Cuevas

Print Name

Sael Ciein

Director of Customer Relations Title

2/21/19

Signature

Date



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

February 20, 2019

NOTICE TO BIDDERS

ADDENDUM NO. 3

ITB LB 19-008 Blueprinting, Reprographic & Related Products/Services

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

The City would like to provide the attached samples and more information for Item #84 Diecutting/scoring (sample jobs Know More STD packaging and LBPD patch holders).

The Police badge holder is a scan that depicts two vertical lines that are the cuts.

Please be advised that no additional questions will be accepted by the City.

PREPARED BY:

Sokunthea Kol, Buyer II

ACKNOWLEDGED BY:

Crisp Imaging

Company Name

Raul Cuevas

Print Name

Director of Customer Relations Title

and creve

Signature

2/21/19

Date