

BID NUMBER ITB LB-14-068  
TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**  
**WELDING SERVICES**

CONTRACT NO. 33965

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

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: SOUTH EL MONTE CA ON THE 21 DAY OF APRIL, 2014.  
CITY STATE MONTH

COMPANY NAME: SOUTHWEST WELD PARTS CO., INC. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 10823 RUSH ST. CITY: SOUTH EL MONTE STATE: CA ZIP: 91733

PHONE: (626) 442-9100 FAX: (626) 442-9300

SI [Signature] AREA SALES MANAGER  
(SIGNATURE) (TITLE)

SHANNAN GALLAGHER ShannanGallagherSWWP@gmail.com  
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] CEO  
(SIGNATURE) (TITLE)

Greg Shade GSHADE@SBCGlobal.net  
(PRINT NAME) (EMAIL ADDRESS)

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

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

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

9/1/15  
Date

APPROVED AS TO FORM 9-1-2015  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER ITB LB-14-068**

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

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

- Corporation  State of CA
- Partnership  State of \_\_\_\_\_
  - General  Limited
- Joint Venture
- Individual  DBA \_\_\_\_\_
- Limited Liability Company  State of \_\_\_\_\_

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

**OPTIONAL**

**Ethnic (Check one):**

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

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

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

Is the firm certified as a Disadvantaged Business:  Yes  No

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

- Yes  No

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

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

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

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

### 2. EXAMINATION OF BID:

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

### 3. CONDITIONS OF WORK:

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

### 4. DISCREPANCIES IN BID DOCUMENTS:

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

### 5. ORAL STATEMENTS:

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

### 6. BRAND NAMES AND SPECIFICATIONS:

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

### 7. AWARD:

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

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

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

### 8. PAYMENT:

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

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

### 9. SAFETY APPROVAL:

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

### 10. BUSINESS LICENSE:

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

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

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

Please visit \_\_\_\_\_ for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

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

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

Company Name: \_\_\_\_\_

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

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

Circle appropriate designation: MBE WBE

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

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

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

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

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

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

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

**BID DUE DATE:** APRIL 24, 2014

**TIME:** 11:00 am

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

LENORE BLUEFORD (562) 570-5384  
BUYER II TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

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

**18. INTER-AGENCY PARTICIPATION:**

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

YES  NO

(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

## INSTRUCTIONS TO BIDDERS

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

### **20. EQUAL BENEFITS ORDINANCE:**

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

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

## CONTRACT – GENERAL CONDITIONS

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

## BID SECTION

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"



## **BID SECTION**

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

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

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

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

## BID SECTION

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

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

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

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

### D. Indemnity

- a. Consultant 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) Consultant's breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").

## BID SECTION

- b. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant'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 Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
  - c. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant'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.
  - d. The provisions of this Section shall survive the expiration or termination of this contract.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## **BID SECTION**

### **PROJECT OVERVIEW**

Furnish and deliver welding services to various locations within the City of Long Beach in accordance with department need and fund availability.

### **BID TIMELINE** all times are Pacific Daylight Time

Bid release date: April 9, 2014

Bid due date: April 24, 2014

### **BID SUBMISSION INSTRUCTIONS**

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

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- \_\_\_\_\_ EBO Certification of Compliance Form
- \_\_\_\_\_ Electronic media copy (USB drive, CD or other readable media)
- \_\_\_\_\_ License Information and photocopies
- \_\_\_\_\_ Reference List
- \_\_\_\_\_ Sample Work Order
- \_\_\_\_\_ Statement of OSHA Compliance
- \_\_\_\_\_ Subcontractor List
- \_\_\_\_\_ Worker's Compensation Certification Form
- \_\_\_\_\_ W-9 Form

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media copy (USB drive, CD or other readable media with copy of PDF bid document and Excel Price Spreadsheet). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach  
C/O City Clerk  
Attn: Lenore Blueford  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

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

### **ITB LB-14-068 for Welding Services**

**Bids must be received by 11:00 AM, April 24, 2014. Bids 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.**

### **REFERENCES**

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

**BID SECTION**

**LICENSE REQUIREMENT**

C-60 is license requirement to perform welding..

The Contractor must have been in business providing similar service for at least the last five (5) years.

The minimum license requirement for this contract is a C-60 Welding. The undersigned hereby declares that he is a Contractor and has been in business for 19 years; has a valid State of California Contractor's License sufficient to qualify as the Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. 963 068 Expires: N/A  
Classification: A- GENERAL ENGINEERING CONTRACTOR

Other License No. \_\_\_\_\_ Expires: \_\_\_\_\_

City of Long Beach Business License No. \_\_\_\_\_  
(required upon notification of award)

Contractor, its agents, employees, and subcontractors shall comply with provisions of the California Labor Code, including those relating to payment of prevailing rates of wages.

**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.

**RIGHT TO REJECT BID**

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

**BID PROTEST PROCEDURES**

**Who May Protest**

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

## **BID SECTION**

### **Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following the bid opening.

### **Form of Protest**

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

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

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

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

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

## BID SECTION

### CONTRACT PERIOD

Twenty-four months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional years in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify 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. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

### PRICE INCREASE

A. Shall not exceed 6 % during the first renewal period.

B. Shall not exceed 6 % during the second renewal period.

### ADDENDUM

Bidders shall check the purchasing web page at [www.cityofswampscott.com](http://www.cityofswampscott.com).gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid. Failure to include the addendum(s) with the bid may cause the bid to be rejected.

### BASIS OF AWARD

Quantities will not be considered in making this award. The award will be based on the unit prices given.

The City may award a contract to one or more bidders, as the City determines in its sole discretion to be in the City's best interests.

### VENDOR CONTACT INFORMATION

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

Contact Name: SHANNON GALLAGHER

Contact Direct Phone: (626) ~~442-9100~~ 442-9100

Contact Cell: (626) 422-3995

Contact Fax: (626) 442-9300

Contact E-mail: sgallagher@swampscott.com

### DELIVERY

Delivery shall be made within twenty-four hours after receipt of order.

## **BID SECTION**

### **SHIPPING INSTRUCTIONS**

Prices quoted shall include all delivery and unloading charge to the City of Long Beach, at various locations, in accordance with the specifications. No other charges, travel time or surcharges will be acceptable. The City reserves the right to make award based on delivery time quoted.

### **PAYMENT REQUIREMENTS**

Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include, description/summary of work performed, vehicle unit number, list of materials and labor authorizing authority, and blanket purchase order on all invoices.

### **THE CITY WILL NOT PAY BASED ON THESE INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE.**

Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

### **PERSONNEL TO BE FURNISHED**

All welding work shall be performed by journeymen three position welders and on specific jobs that require certified welders, the Contractor shall furnish certified welders and show proof of such qualification when requested by the City. All personnel shall be able to work from sketches or blueprints when required and make measurements and/or sketches in the field for use in shop fabrication of parts to be used in connection with a field job.

### **BIDDING QUALIFICATIONS AND FACILITIES**

The Contractor shall be qualified commercial welding shop, and have been in business for a period of at least one year prior to submitting bid. Contractor shall supply complete welding services including light, medium and heavy-duty vehicles, general fabrication and pipeline welding services. The City reserves the right to inspect the facilities.

Years in business as a welding repair facility: 19

**The City reserves the right to award to multiple Contractors.**

On-site welding services will be required at different City facilities.



**BID SECTION**

**USING DEPARTMENT LOCATIONS AND DEPARTMENT CONTACTS**

<b>DEPARTMENT</b>	<b>ADDRESS</b>	<b>CONTACT</b>	<b>PHONE #</b>
1. Fleet Services	2600 Temple, 90806	John Seevers	(562) 570-5406
2. Harbor	725 Harbor Plaza, 90802	Rick Ussery Eric MacNeal	(562) 283-7306 (562) 283-7303
3. PRM (Parks)	7600 Spring St, 90815	Paul Whitaker Amy Nhoun	(562) 570-4898 (562) 570-4897
4. Public Works	1651 San Francisco Ave, 90813	Art Cox	(562) 570-2784
5. Water	1800 E. Wardlow Rd, 90807	Jennifer Rojas	(562) 570-2405

The Contractor shall pick up all shop work and deliver back to the using facility at no cost to the City. Fleet sometimes needs to pick-up vehicles being worked on, the Contractor shall be located within a twenty (20) mile radius of both facilities. If no bidders meet this proximity requirement, the nearest vendor meeting this requirement may be considered.

Bidder shall state location of facility where work will be done:

10823 RUSH ST. SOUTH EL MONTE CA 91733 / City of Long Beach Sites

Note: Other departments in the City may require welding services.

**SAFETY MEASURES**

The Contractor must assure the safety of the public and City personnel by placing barricades, warning signs, arc glare shields and/or other safety or warning devices and taking whatever other safety measures are reasonable, necessary and in conformance with all work practices covered under Title 8 of the California Code of Regulations (CAL-OSHA) along with any other standards and other applicable provisions while providing this service.

**ADEQUATE MATERIALS**

Contractor shall be required to maintain adequate equipment and materials for timely installations and repairs, as needed by the City.

The City reserves the right to inspect Contractor's facility during normal business hours prior to award of the contract.

The City reserves the right to inspect Contractor's service and material area at Contractor's facility anytime during term of this contract without notice during regular business hours.

## **BID SECTION**

### **SERVICE**

The Contractor shall provide all labor, materials, equipment, tools, transportation and supervision necessary for furnishing the City welding and allied services at various locations within the City of Long Beach, including the Harbor District.

Field work consisting of furnishing welding services at various areas in the normal performance of its maintenance work.

Shop work consisting of welding and minor machine shop work on materials delivered to the Contractor's shop.

The Contractor must be capable of welding and/or fabricating stainless and/or carbon steel and/or aluminum in either shop or field settings.

The Contractor will furnish all materials and supplies necessary to perform the work with the following exceptions:

1. Where metal burning or cutting with oxyacetylene torch constitutes less than ten (10) percent of the total job time, the Contractor shall furnish the oxygen and acetylene. The Contractor shall furnish the necessary equipment including "multi-flame torch" if required.
2. The City will furnish all steel to be used by the Contractor in performing the above specified services. Note: At the City's discretion, the City may purchase materials from the Contractor in accordance with bid pricing on page 22, Bid Item C.

### **FIELD EQUIPMENT TO BE FURNISHED**

Field equipment shall be furnished by the Contractor and shall consist of standard manufacture Mobil D.C. welding machines driven by internal combustion engines and shall be completely self-contained requiring no outside source of power either for operation or transportation; or if such source is required, it shall be furnished by the Contractor at no cost to the City in time or money. All internal combustion engines shall meet current applicable emissions standards. Welding machines shall be rated at 200 amperes capacity or more. Required additional equipment shall include but not limited to: fire extinguisher, oxyacetylene torch with oxygen and acetylene gas bottles, tools, grinders and other miscellaneous small tools common to welding.

The Contractor shall have sufficient equipment available at all times so that at least two machines can be furnished simultaneously when required.

### **SHOP EQUIPMENT TO BE FURNISHED**

The Contractor shall make available the following equipment:

1. Welding machine other than that specified for field equipment
2. Grinder
3. Oxyacetylene torch with oxygen and acetylene gas bottles

## **BID SECTION**

### 4. Miscellaneous small tools common to welding

Note: It is desirable, but not necessary, that the welding shop have the equipment or availability to do certain blacksmith work; such as bending iron, threading, or sharpening of air tools.

### **AVAILABILITY OF EQUIPMENT**

It will be the policy of the City to give as much notice as possible when equipment is required; but if in the opinion of the Department Director or his designee an emergency exists, the Contractor shall be required to have the equipment on the job and operating in not more than one hour, if during regular business hours, or not more than three hours at other times.

### **EQUIPMENT LIST**

The bidder shall accompany his bid with a list of the equipment, both shop and mobile, which he proposed to make available and give the location where it may be inspected by the Department Director or his designee. The City reserves the right to reject any bid which does not indicate the proper equipment required for this work and to make the award in the best interest of the City.

### **BREAKDOWNS**

The Contractor shall not be allowed to exceed on-half hour in any one day to repair, replace, or service field equipment, which stops from normal causes; but if in the opinion of the Department Director or his designee the equipment is faulty and/or not adequate, it shall be removed and replaced at the Contractor's expense.

### **HIDDEN DAMAGE**

If, during the course of repairs, hidden damage is discovered (i.e., broken springs, foam to be replaced, etc.) that is not part of the flat rate charge, the Contractor shall immediately notify the Contract Administrator and provide a supplemental quote for charges related to the hidden damages, and must obtain advance approval from the Contract Administrator before proceeding with the additional repair. Should the hidden damage be significant, the City reserves the right to re-bid any additional work. The Contract Administrator may visit the facility to verify hidden damage.

The Contractor shall protect all surfaces, equipment and others from any damage whatsoever during all work procedures. Any damage to the above resulting from the Contractor's operations shall be restored to their original condition at no cost to the City.

### **WARRANTY**

The contractor will warranty repairs made to the City for a period of ~~12~~ 6 months.

Contractor will warranty all contractor installed parts and components for a period of 6 months.

## BID SECTION

Delivery and pick-ups shall be made at the request of Fleet Services Bureau, the Harbor Department Maintenance or other using Departments. Delivery shall be made to Fleet Services, 2600 Temple Avenue, Long Beach, CA 90806 or Harbor Maintenance, 1400 West Broadway, Long Beach, CA 90802. There shall be no charge for pick-ups and deliveries to the City. The City reserves the right to award to multiple Contractors.

### **FLEET SERVICE AND HARBOR DEPARTMENT**

Providing repair services on light, medium and heavy duty regular and alternate fueled vehicles.

Will you pick up and deliver to the City, including vehicles? YES there shall be no charge.

Pick up and deliveries of vehicles will weigh as a determining factor of bid award.

PICK-UP : 1 hours/~~days~~. (If time shown is more than **one (1)** day after receipt of order, the bid may be rejected).

Seven (7) working days is anticipated delivery on repairs from day of pick-up. If the Contractor is unable to meet these delivery terms, they must contact the user department and explain in writing (fax, email) the reason(s) for the delay in delivery.

DELIVERY: 4 hrs ~~days~~ after receipt of order. (If time shown is more than **four (4)** hours after receipt of order, the bid may be rejected).

If contractor does not perform as stated and agreed upon time schedule with the City, the bid may be rejected.

All service work shall be done at Contractors own facility. No work shall be subcontracted out unless the City has given prior consent.

The contractor shall be liable for all loss or damage to the equipment while in its possession or the possession of any of its agents.

Contractor shall reimburse the city for any loss or damage to said equipment in its or its agents care or custody.

**BID SECTION**

**BID PRICES SHALL INCLUDE ANY AND ALL TAXES LEGALLY CHARGEABLE IN CONNECTION WITH FURNINSHING AND DELIVERING THE MATERIALS AND SERVICES AS HEREIN SPECIFIED. NO SURCHARGES, TRAVEL TIME, ETC WILL BE ALLOWED.**

**RATES FOR FLEET SERVICES**

**Monday-Friday**

Between the hours of 7:00 am & 5:00 pm	\$ 87 <sup>50</sup> per hr
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**After regular hours and weekends**

Between the hours of 5:00 pm & 7:00 am	\$ 110 <sup>50</sup> per hr
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Legal Holidays	\$ 134 <sup>85</sup> per hr
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**The City reserves the right to separate bid to multiple vendors. If the rate is higher during the contractor's normal business hours, the contractor must get prior consent from the City.**

**PARTS**

The vendor will charge the City at their cost plus 12.5 % for materials charges.

**BID SECTION**

**BID PRICES SHALL INCLUDE ANY AND ALL TAXES LEGALLY CHARGEABLE IN CONNECTION WITH FURNISHING AND DELIVERING THE MATERIALS AND SERVICES AS HEREIN SPECIFIED. NO SURCHARGES, TRAVEL TIME, ETC WILL BE ALLOWED.**

**RATES FOR HARBOR MAINTENANCE SERVICES**

A. The regular rate per hour for field welding as specified herein including supplies and equipment, maintained and operated:

**Monday-Friday**

Between the hours of 7:00 am & 5:00 pm	\$ 95 <sup>00</sup> per hr
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**After regular hours and weekends**

Between the hours of 5:00 pm & 7:00 am	\$ 118 <sup>00</sup> per hr
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Legal Holidays	\$ 142 <sup>00</sup> per hr
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Minimum charge per call out (if any)	\$ 380 each
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B. The regular rate per hour for shop work as specified herein including the use of all or any equipment in the shop, the furnishing of supplies, fuel, etc., and performing the required operations:

**Monday-Friday**

Between the hours of 7:00 am & 5:00 pm	\$ 87 <sup>50</sup> per hr
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**After regular hours and weekends**

Between the hours of 5:00 pm & 7:00 am	\$ 110 <sup>00</sup> per hr
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Minimum charge per shop work order (if any)	\$ 175 each
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C. For all materials purchased by the City from the Contractor, the Contractor shall indicate markup percentage on net landed cost. Upon request, evidence satisfactory to the City shall be submitted on net landed cost, and permission given to inspect and verify such cost from the Contractor's records.

Mark-up percentage on net landed cost: 12.5 %

**BID SECTION**

NOTE: Overtime rate will be paid for work required during those periods which the Contractor's agreement with the Welders' Union specifically lists as overtime periods without specific authorization by the Department Director or his designee.

Time will be computed to the nearest one-quarter (1/4) hour, but in no case will field equipment be requested for less than four hours. No time for travel will be allowed.

\*\*\*\*\*

**The City reserves the right to separate bid to multiple vendors. If the rate is higher during the contractor's normal business hours, the contractor must get prior consent from the City.**

**WORK ORDER**

**Bidder is required to submit a "sample" work order that will be used for City of Long Beach work with your bid.**

**Failure to submit a "sample" work order with your bid will result in rejection of your bid.**

Work orders must be typed and itemized, and must include, at a minimum, the following information:

- 1. Labor rate;
- 2. Number of hours;
- 3. Materials, Parts (rods, mask, \$\_\_\_)
- 4. Other (describe)

Contractor shall submit evidence, satisfactory to the City, for parts and/or services used in the repair itemized on the work order. Said evidence shall be submitted with the Monthly Summary Invoice. The City reserves the right to inspect and verify such costs and evidence from the Contractor's records.

**Work order must include sufficient documentation to substantiate all costs.**

\*\*\*\*\*

**PAYMENT TERMS:** NET 30

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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



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

Compliance with the EBO

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

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

Printed Name: SHANNAJ CALLACHER Title: AREA SALES MANAGER

Signature:  Date: 4/21/2014

Business Entity Name: SOUTHWEST WEAR PARTS CO, INC.

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: SOUTHWEST WEAR PARIS CO, INC Federal Tax ID No. [REDACTED]  
Address: 10823 RUSH ST  
City: SOUTH PL MONTE State: CA ZIP: 91733  
Contact Person: SHANNAN CALLAGHER Telephone: (626) 442-9122  
Email: scallagher@swpc.com Fax: (626) 442-9320

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

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

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

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

#### Section 4. REQUIRED DOCUMENTATION

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

#### Section 5. CERTIFICATION

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

Executed this 21 day of APRIL, 2014, at SOUTH EL MONTE, CA

Name SHANNON GALLAGHER Signature [Signature]

Title AREA SUPERVISOR Federal Tax ID No. [REDACTED]

**REFERENCE LIST REMOVED**


**BID SECTION**

**STATEMENT OF OSHA COMPLIANCE**  
To Be Executed By Bidder & Submitted With Bid

TO: CITY OF LONG BEACH  
RE: BID NO. PA-02413 ~ ANNUAL CONTRACT FOR INSTALLED FENCING

Contractor hereby agrees to comply in all respects to the Williams-Steiger Occupational Safety and Health Act of 1970 and all revisions thereto.

SOUTHWEST WEAR PARTS CO., INC.  
Name of Bidder (Person, Firm, or Corporation)

  
Signature of Bidder's Authorized Representative

SHAWN GALLAGHER / AREA SALES MANAGER  
Name & Title of Authorized Representative

4/21/2014  
Date of Signing

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

SOUTHWEST WEAR PARTS CO., INC.

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



Title: CEO

Date: 4-21-14

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>SOUTHWEST WEAR PARTS CO., INC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) P.O. BOX 38		Requester's name and address (optional)
City, state, and ZIP code LOS ALAMITOS, CA 90720		
List account number(s) here (optional)		

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

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

<b>Social security number</b>									

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

<b>Employer identification number</b>									

**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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Danell Butler</i>	Date ▶ <u>4-16-14</u>
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**SOUTHWEST WEAR PARTS CO INC**

License Number 963068


to engage in the business or act in the capacity of a contractor in the following classification(s):

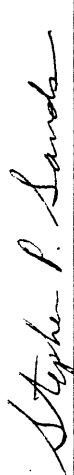
A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

July 11, 2011

Issued July 8, 2011

  
James Miller  
Board Chair

  
Stephen P. Sands  
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

**ITB LB-14-068 WELDING SERVICES**

**BID DUE: 04/24/14 @ 11:00 A.M. PDT**

**DO NOT REFORMAT - DO NOT RETURN IN PDF - COPY TO CD OR FLASH DRIVE AS EXCEL FILE ONLY**

**NOTE: You must also fill out the bid form. If you leave that section blank your bid will be disqualified as**

**COMPANY NAME:** SOUTHWEST WEAR PARTS CO., INC.

	ITEM	DESCRIPTION		
FLEET	1	STRAIGHT TIME RATE PER HOUR	\$87.50	HR
	2	OVER TIME RATE PER HOUR	\$110.50	HR
	3	HOLIDAY RATE PER HOUR	\$134.85	HR
	5	PICK UP & DELIVER?		Yes
	6	PICK UP HOURS/DAYS		M-F 6am-3:30pm
	7	DELIVERY DAYS ARO (4HR MAX)		4 hrs
	8	PARTS COST PLUS % FOR MATERIALS CHARGE		13%
	HARBOR FIELD	1	STRAIGHT TIME RATE PER HOUR	\$95.00
2		OVER TIME RATE PER HOUR	\$118.00	HR
3		HOLIDAY RATE PER HOUR	\$142.35	HR
4		MIN CHRG PER CALL OUT FIELD WORK	\$380.00	EA
SHOP	5	STRAIGHT TIME RATE PER HOUR	\$87.50	HR
	6	OVER TIME RATE PER HOUR	\$110.50	HR
	7	MIN CHRG PER CALL OUT SHOP WORK	\$134.85	EA
	8	PARTS NET LANDED PLUS % FOR MATERIALS CHARGE		13%

YEARS IN BUSINESS: 19

LOCATION: South El Monte Ca 91733

WARRANTY: 6 mos.

TERMS: Net 30

PRICE INCREASE 1st RENEWAL PERIOD: 6.0%

PRICE INCREASE 2nd RENEWAL PERIOD: 6.0%

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**



ACCOUNT NUMBER

4/1/2011 SR AP 102-031039

SOUTHWEST WEAR PARTS CO. INC.  
10823 RUSH ST  
SOUTH EL MONTE, CA 91733-3435

*NOTICE TO PERMITTEE:  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**For general tax questions, please call our Information Center at 800-400-7115.**

**For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-R REV. 15 (2-06)

**A MESSAGE TO OUR NEW PERMIT HOLDER**

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

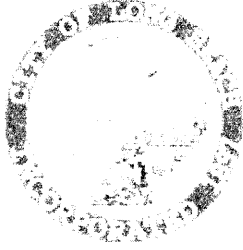
As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

STATE BOARD OF EQUALIZATION

Sales and Use Tax Department



City of Long Beach

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

April 23, 2014

NOTICE TO  
BIDDERS

ADDENDUM NO. 1

ITB LB-14-068  
WELDING SERVICES

The following changes and/or additions shall be made to the original Invitation to Bid No. ITB LB-14-068 Civic Center Plumbing & Drain Line Replacement. Please acknowledge receipt of this addendum by signing and returning with your bid.

You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum may be disqualified.

The following specification changes have been made:

**1. Page 20 of 23 FLEET SERVICE & HARBOR DEPARTMENT**

DELIVERY: \_\_\_\_\_ days after receipt of order. (If time shown is more than **four (4)** hours after receipt of order, the bid may be rejected.

*Revised 4/23/14*  
DELIVERY: 7 days after receipt of order. (If time shown is more than **seven (7)** days after receipt of order, the bid may be rejected.

Any additional questions must be submitted in writing to

Prepared By: Lenore Blueford Date: April 23 2014  
Buyer II

Acknowledged By: Southwest Welding, Inc.  
Company Name

SHANNON CALABRESE  
Print Name

ACCA Sales Manager  
Title

[Signature]  
Signature

4/24/2014  
Date

ORIGINAL



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# **SOUTHWEST WEAR PARTS CO., INC.**

To whom it may concern,

This packet contains two physical copies and one media (USB) copy of Southwest Wear Parts Co., Inc.'s response to the invitation to bid for providing welding services to the City of Long Beach (ITB LB-14-068).

Southwest Wear Parts appreciates the opportunity to bid and we wish Long Beach the best in the process of awarding the welding services contract to the most qualified vendor.

To say a bit about ourselves, our long track record of providing exceptional welding and associated services, as well as competitive pricing to Southern California municipalities and private enterprises has generated a wealth of experience that benefits all our clients. We are licensed as a California Class A General Engineering Contractor, exceeding the C-60 license specified in the ITB. We hope this reflects our ability to manage challenging projects in a timely and cost effective manner as these challenges present themselves. Additionally, we are certified as a small business enterprise by the State of California and the City of Long Beach. Finally, we urge those considering the bid to contact the references provided. We are proud of the quality of our work, but the true measure of quality is client satisfaction.

Regards,

Shannon Gallagher  
Area Sales Manager



# SOUTHWEST WEAR PARTS CO., INC.

Southwest Wear Parts Co., Inc.

P. O. Box 38  
 Los Alamitos, CA 90720

## Estimate

Date	Estimate #
4/22/2014	2233

Name / Address
City of Long Beach-Public Works Attn: Purchasing 333 W. Ocean Blvd. Long Beach, CA 90802

Project

Item	Description	Qty	Unit Each	Total
LABOR	REMOVE (TORCH CUT) AND REPLACE WORN/DAMAGED SHANKS, TEETH, AND WELD-ON HALF ARROW SEGMENTS FROM CATERPILLAR 924G FRONT END LOADER (EQUIP # XXXX); 16 HOURS @ \$87.50; 4 HOURS @ \$110.50 PER CUSTOMER'S REQUEST TO FINISH SAME-DAY.	1	1,842.00	1,842.00
PARTS	EXTREME SERVICE TCI TEETH AND RETAINER PINS FOR 924G	8	95.00	760.00T
PARTS	EXTREME SERVICE TCI SHANKS FOR 924G	6	110.00	660.00T
PARTS	EXTREME SERVICE TCI CORNER PROTECTOR SHANKS FOR 924G	2	125.00	250.00T
PARTS	EXTREME SERVICE TCI WELD ON HALF ARROW SEGMENTS FOR 924G	6	88.00	528.00T

SAMPLE ONLY-FOR REFERENCE ONLY-RE:CONTRACT NO. ITB LB-14-068-WELDING SERVICES	<b>Subtotal</b>
	<b>Sales Tax (9.0%)</b>
	<b>Total</b>



# CITY OF LONG BEACH

## Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 ☎ Fax (562) 570-5099 ☎ sbe@longbeach.gov

### Certified Small Business Enterprise

**Vendor Account Number:** 191857

Shannon Gallagher

SOUTHWEST WEAR PARTS CO., INC.

P.O. BOX 38

LOS ALAMITOS, CA 90720-0038

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

#### *City of Long Beach*

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

<b>NAICS code(s) for which SBE status is recognized: 331221,332312,332322,332510,332710,332812,332999</b> <b>SBE Certificate Effective Date: 03/20/14</b> <b>SBE Certificate Expiration Date: 03/20/17</b>
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Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

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

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

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,  
Jason MacDonald  
Purchasing & Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 ☎ Fax (562) 570-5099 ☎



# BUSINESS LICENSE

# CITY OF SOUTH EL MONTE

The person, firm or corporation named below is granted this certificate pursuant to the provisions of the City Business Tax Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning relations. The certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

**BUSINESS NAME:** Southwest Wear Parts Co., Inc.

**BUSINESS CLASS/TYPE:** 060

**BUSINESS LOCATION:** 10823 Rush St.  
South El Monte, CA 91733

**DESCRIPTION:** RETAIL REGISTRATION

**BUSINESS OWNER:** Gregory P. Shade

RECEIVED FEB 28 2014

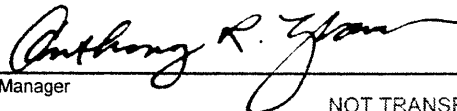
SOUTHWEST WEAR PARTS CO., INC.  
P.O. BOX 38  
LOS ALAMITOS, CA 90720

**Business License Number:** 007522

**No. of Employees:** 6

**Effective Date:** February 13, 2014

**Expiration Date:** February 28, 2015



City Manager

NOT TRANSFERABLE

TO BE POSTED IN A CONSPICUOUS PLACE