

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

*ORIGINAL*



**INVITATION TO BID**

Miscellaneous Hand and Power Tools

CONTRACT NO. **33381**

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**5. DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: LONG BEACH CA ON THE 15<sup>TH</sup> DAY OF JANUARY, 20 14.  
CITY STATE MONTH

COMPANY NAME: B+B SUPPLY TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1845 W. ANAHEIM ST CITY: LONG BEACH STATE: CA ZIP: 90813

PHONE: 562/432-7904 FAX: 562/432-6335

SI *Pete Smolan* (SIGNATURE) V. P. (TITLE)

PETE SMOLAN (PRINT NAME) BANDB SUPPLY@AOL.COM (EMAIL ADDRESS)

SI *[Signature]* (SIGNATURE) V. P. (TITLE)

CHAD SMOLAN (PRINT NAME) BANDB SUPPLY & AOL.COM (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  
3/20/14 Date

APPROVED AS TO FORM 3-19, 2014.  
CHARLES PARKIN  
*[Signature]* City Attorney  
*[Signature]* Deputy

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

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

**Legal Form of Bidder:**

Corporation  State of CALIF.  
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: CITY OF LOS ANGELES - FEDERAL GOVT.

**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 562-570-6362.**

# 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

### DESCRIPTION OF ATTACHED DOCUMENT

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

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

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

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

#### SIGNER IS REPRESENTING:

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

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

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

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

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

### 2. EXAMINATION OF BID:

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

### 3. CONDITIONS OF WORK:

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

### 4. DISCREPANCIES IN BID DOCUMENTS:

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

### 5. ORAL STATEMENTS:

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

### 6. BRAND NAMES AND SPECIFICATIONS:

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

### 7. AWARD:

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

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

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

### 8. PAYMENT:

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

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

### 9. SAFETY APPROVAL:

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

### 10. BUSINESS LICENSE:

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 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 <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

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

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

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

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

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

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

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

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

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

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

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

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

**BID DUE DATE:** January 22, 2014  
**TIME:** 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>ANNE TAKII</u>	<u>562-570-6362</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>ANNE TAKII</u>	<u>562-570-6362</u>
DEPARTMENT CONTACT	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.

**INSTRUCTIONS TO BIDDERS**

YES       ✓       NO       

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

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

## CONTRACT – GENERAL CONDITIONS

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

## CONTRACT – GENERAL CONDITIONS

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

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



## CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact 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 with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

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

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

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

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

## CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

### D. INDEMNITY

- (4) Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (5) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
- (6) If a court competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (7) 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.

## CONTRACT – GENERAL CONDITIONS

### 1. CONTRACT OVERVIEW

The City of Long Beach is seeking a supplier for furnishing and delivering miscellaneous hand and power tools on an as-needed basis. See **Attachment A** for full list of requested items.

Contractor shall furnish contract items as specified and shall not substitute a lesser quality of materials than was originally bid, or a different manufacturer, model or type, unless the approved equal has been authorized during the questions and answer period. See **Section 11** regarding submitting an alternate brand. For power tools, the approved brands are **Milwaukee** and/or **Dewalt**.

The Contractor shall have a distribution center, located no more than fifteen (15) mile radius from the City of Long Beach City Hall located at 333 W. Ocean Blvd., Long Beach, CA 90802.

### 2. TIMELINE (ALL TIMES ARE PACIFIC STANDARD TIME (PST))

Bid Release Date:	<u>December 30, 2013, PST</u>
"Approved Equals" Requests and questions due to the City:	<u>January 8, 2014 by 4:00 PM, PST</u>
Response from City to Bidder:	<u>January 14, 2014 by 4:00 PM, PST</u>
Bids Due (no late bids will be accepted):	<u>January 22, 2014 by 11:00 AM, PST</u>

### 3. CONTRACT PERIOD

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

### 4. BASIS OF AWARD

- 4.1 The City reserves the right to award portions of this bid to one or more Bidders.
- 4.2 Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible Bidder, taking into consideration the experience of the Bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.
- 4.3 In case of error in extension of unit prices, unit price shall govern. In the case of a discrepancy between hard copy unit prices and an electronic media copy of unit prices, the hard copy shall govern.
- 4.4 Award may be made to different Bidders for all items for the sections listed below, or on an "all or none" basis to one Bidder. Contractor must quote on all items within each section, or the bid for that section will be deemed not responsive.

**CONTRACT – GENERAL CONDITIONS**

SECTION A – HAND TOOLS

SECTION B – POWER TOOLS AND ACCESSORIES

**5. SUBMITTAL INSTRUCTIONS**

5.1 In lieu of a mandatory pre-bid meeting, the Purchasing Division will accept questions and/or comments in writing. For questions regarding this bid, submit all inquiries via email to: [PurchasingBids@longbeach.gov](mailto:PurchasingBids@longbeach.gov) by January 8, 2014 by 4:00 PM, PST. Responses to the questions will be posted on the City's website: [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than January 14, 2014 by 4:00 PM, PST. It is recommended that all bidders visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above, and for any addenda to the bid.

5.2 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.

- Electronic media copy (USB drive, CD or other readable media) containing an Excel spreadsheet Attachment A with unit pricing and extended pricing formatted as bid spec.
- Small Business Enterprise Certification Commitment Plan (Attachment C)
- Reference List (Attachment B)
- W-9 Form and Vendor Application (Attachment D)
- Equal Benefits Ordinance Compliance Form (Attachment E)
- Printout from Secretary of State Website of business entity (Attachment F)

5.3 Bidders shall submit one (1) original bid marked "ORIGINAL", and an electronic media copy of the full bid package on a USB flash drive, CD or other readable media device). This electronic copy should be in the form of a PDF readable document. Also, bidders shall also submit an Excel-readable file of the Bid Section, which is available on the City's website as an Attachment A. Bidders shall fill out the bid section using the Excel file and save a copy of this Excel file on the same USB drive, CD or other to be included with PDF copy of the bid. A hard copy shall also be submitted. The entire bid package shall be submitted as follows:

City of Long Beach  
Purchasing Division  
Attn: Anne Takii  
C/O City Clerk's Office  
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-14-019 *Miscellaneous Hand and Power Tools*

5.4 Any addenda that are submitted should also be signed and included with the bid package.

## CONTRACT – GENERAL CONDITIONS

5.5 There will be a public bid opening at 11:00 AM, PST on January 22, 2014 to read the pricing for the bids submitted. Bidders may attend the bid opening, but it is not mandatory.

### 6. RENEWALS

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

Unit price increases will not be allowed during the initial twenty-four month period and not during twelve (12) month contract period. Discounts allowed if any, off manufacturer's catalogs and/or price list shall not be decreased but may be increased for the duration of the contract.

### 7. PRICE INCREASE:

- A. Shall not exceed 5 % during the first renewal period.
- B. Shall not exceed 5 % during the second renewal period.

### 8. BOND REQUIREMENTS: N/A

THERE ARE NO BOND REQUIREMENTS FOR THIS PROJECT.

### 9. REFERENCES

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

### 10. BID PROTEST PROCEDURES

#### **10.1 Who May Protest**

Only a bidder who has actually submitted a bid 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.

## **CONTRACT – GENERAL CONDITIONS**

### **10.2 Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The 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.

### **10.3 Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the 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.

## **11. APPROVED EQUAL / ALTERNATE BRANDS**

- 11.1 Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".
- 11.2 The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.
- 11.3 If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing by January 8, 2014 by 4:00 PM, PST. The request shall include

**CONTRACT – GENERAL CONDITIONS**

all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, or approval or disapproved of the equivalent item no later than January 14, 2014, 4:00 PM, PST. Approved equal documentation must be e-mailed to [Purchasingbids@longbeach.gov](mailto:Purchasingbids@longbeach.gov), or mailed to City of Long, Purchasing Division, Anne Takii, 333 W. Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, CA 90808

**12. SMALL BUSINESS ENTERPRISE GOAL (SBE)**

There is a combined 1% SBE Goal associated with this request. See **Attachment C**.

**13. INSURANCE**

See Requirements on page 9, Section 30 C.

**14. SUBCONTRACTING**

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

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, 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 the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?  
Yes \_\_\_\_\_ No X Initials SP

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services.
- b) References as specified on Attachment B must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- d) Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 9, Section 30 C.

**15. EQUAL BENEFITS ORDINANCE**

The City of Long Beach's Equal Benefits Ordinance shall apply to this bid. Please see **Attachment E**. Please visit the City's website of [http://www.longbeach.gov/finance/business\\_relations/default.asp](http://www.longbeach.gov/finance/business_relations/default.asp) for additional details, or to obtain a copy of the ordinance. EBO is not applicable for contracts under \$100,000.

CONTRACT – GENERAL CONDITIONS

16. LOCAL PREFERENCE

Not Applicable

17. SCOPE OF WORK

The Contractor shall provide miscellaneous hand and power tools and power tool accessories to various City departments in accordance with specifications as indicated in Bid Section.

All items listed in Bid Section are to be shipped and/or picked up on an "as needed basis," by a written request from authorized personnel of the City of Long Beach. The City does not guarantee that all items listed herein will be ordered during the Contract period.

17.1 ADEQUATE STOCK

Contractor shall maintain adequate stock of each type of item to accommodate City's needs, including emergencies, throughout the length of the contract.

A positive guarantee must be made by the awarded Contractor that a complete stock of materials will be available at their facility in or near the City of Long Beach for immediate pick-up by authorized City personnel or delivery to any determined site within the City. **Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.**

17.2 DELIVERY/ORDERING/SHIPPING

Bid price shall include all delivery and unloading charges to the City Departments. Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted. The Contractor shall pay all expenses and costs related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City. All shipping and handling, delivery, and freight charges must be included in bid unit cost. The unit pricing shall not include sales tax.

Contractor shall be available during normal business hours (7:00 AM through 4:00 PM), Monday through Friday, for delivery and/or Will Call.

What are your normal business hours? 7:00 a.m. - 4:00 p.m.

Will you provide "Overnight" or "Next Day" delivery? YES X NO \_\_\_\_\_

DELIVERY: 1-2 Calendar days after receipt of order (if time shown is more than two (2) days after receipt of order, the bid may be rejected).

17.3 WILL CALL

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

"Will Call" items shall be available for pick-up within four (4) hours after order.



**CONTRACT – GENERAL CONDITIONS**

Do you have these "Will Call" capabilities? YES X NO \_\_\_\_\_

**17.4 FACILITY**

The Contractor shall have a distribution center, located no more than fifteen (15) mile radius from the City of Long Beach City Hall located at 333 W. Ocean Blvd., Long Beach, CA 90802.

Distribution Center is located 1.5 miles from Long Beach City Hall.

Address of Distribution Center:

1845 W. ANAHEIM ST  
LONG BEACH, CA 90813

**17.5 ON-LINE ORDERING**

Does your company currently have on-line ordering? YES \_\_\_\_\_ NO X  
(Online pricing must be the same as the bid price or less.)

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

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

Website address: FOR REFERENCE: BANDB.NET

**17.6 QUANTITIES**

It is estimated that the City of Long Beach will purchase approximately \$285,000 annually in miscellaneous hand and power tools. It is understood by the Contractor that the quantities given are estimates and that the City of Long Beach may purchase an amount above or below the estimate given according to the requirements and needs of the City of Long beach.

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

**17.7 MISCELLANEOUS ITEMS**

Miscellaneous items not listed herein may be purchased by the City, from the successful Contractor, providing no purchase exceeds \$1,000.00 per order.

## **CONTRACT – GENERAL CONDITIONS**

### **18. DEFAULT BY CONTRACTOR / TERMINATION**

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

### **19. CONTRACT ENFORCEMENT**

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

### **20. LAWS AND REGULATIONS**

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

### **21. CONFLICT OF INTEREST**

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

## CONTRACT – GENERAL CONDITIONS

### 22. VALIDITY

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

### 23. BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL

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

### 24. BILLING/INVOICING REQUIREMENTS

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

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

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

The Contractor shall submit via email (preferred) or mail a Monthly Summary Invoice directly to the City Department contact at the "Bill To" address specified in the agreement. At a minimum, Monthly Summary invoices shall be prepared on the Contractor's business stationery and shall be submitted 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.**

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

**CONTRACT – GENERAL CONDITIONS**

**25. MINIMUM ORDERS**

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

**26. DISCOUNT**

The City may purchase additional items not listed on specifications.

Please enter your cost discount allowed to the City. 45 %

**27. WARRANTY/MAINTENANCE AND SERVICE**

27.1 Contractor shall replace any and all unacceptable orders as defined by the City within 48 hours.

27.2 Items that have been picked up by the City of Long Beach personnel that cannot be used, have not been used and/or are not damaged will be accepted for return by the Contractor with no re-stocking charge.

**28. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE**

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

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

See Attachment F. Please include a printout of your business entity from the website.

**29. VENDOR CONTACT INFORMATION**

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

Contact Name: CHAD SMOLAN

Contact Direct Phone: 562/432-7904

Contact Cell: 714/397-1801

Contact Fax: 562/432-6335

Contact E-mail: BARB SUPPLY@AOL.COM

**ATTACHMENT A - MISCELLANEOUS HAND AND POWER TOOLS**  
**BID SECTION ITB-LB-14-019**

**VENDOR NAME:** B & B Supply

Equipment and supplies shall be **F.O.B. Destination** City of Long Beach.

Vendor is responsible for the following at no charge: setup and delivery.

Unit price shall include all cost (handling, freight, inside delivery, unloading charges).

Unit prices shall not includes sales tax.

For items that cannot be procured, please indicate as a "NO BID" in the field for unit price.  
 This list is a sampling of items typically ordered to be used to award the bid. This is not an exhaustive list.

**SECTION "A" HAND TOOLS**

ITEM	EST. QTY	UNIT	DESCRIPTION	MANUFACTUER BRAND	MFR/STOCK #	UNIT PRICE (\$)	EXTENSION PRICE (\$)
1	12	EA	WHEEL, ABRASIVE, 4-1/2" X 1/8" X 7/8"	PEARL ABRASIVE	DC4505T	.80	9.60
2	12	EA	WHEEL, ABRASIVE, 5" X 1/4" X 7/8"	PEARL ABRASIVE	DC5010T	1.13	13.56
3	12	EA	WHEEL, ABRASIVE, 9" X 1/4" X 5/8"	PEARL ABRASIVE	DC9020T	3.52	42.24
4	12	EA	WHEEL, ABRASIVE, 1-1/4" X 1-1/4" X 1/4" X 1-1/2"	CARBORUNDUM	24380	1.25	15.00
5	24	EA	WHEELS, CUT-OFF, 20 X 1 X 1/8"	PEARL ABRASIVE	CW2026T	10.67	256.08
6	48	PG	STEEL-WOOL, PAD #000 FINE TO #3 COARSE	RED DEVIL	SWPKG	1.75	84.00
7	240	EA	LUBRICANT, RUST PREVENTATIVE, AEROSOL CAN, 18 OZ. WD-40 BIG BLAST, ITEM NO. 10024	WD-40	10124	4.95	1188.00
8	12	CN	OIL, PENETRATING, NON-FLAMMABLE, 12 OZ CAN	LIQUID WRENCH NO. L112	L112	3.29	39.48
9	6	EA	AXE, 2-1/4 LB, W/28" HANDLE (BENT)	AMES	118700	13.25	79.50
10	3	EA	AXE, CLEARING, W/36" STRAIGHT HANDLE. WISDOM OR COMPARABLE	AMES	118880	19.85	59.55
11	4	EA	DIE, PIPE THREAD, REED OSP, 1/2" THREAD, OR APPROVED EQUAL	REED	05406	34.95	139.80
12	4	EA	DIE, PIPE THREAD, REED OSP, 3/4" THREAD, OR APPROVED EQUAL	REED	05408	34.95	139.80

ITEM	EST. QTY	UNIT	DESCRIPTION	MANUFACTURER BRAND	MFR/STOCK #	UNIT PRICE (\$)	EXTENSION PRICE (\$)
13	4	EA	DIE, PIPE THREAD, REED OSP, 1" THREAD, OR APPROVED EQUAL	REED	05410	34.95	139.80
14	2	SE	DIE, PIPE, RIDGID OOR, 3/4", OR APPROVED EQUAL	RIDGID	37830	34.41	68.82
15	2	SE	DIE, PIPE, RIDGID, OOR, 1", OR APPROVED EQUAL	RIDGID	37835	40.85	81.70
16	300	EA	BLADE, HACKSAW, MOLY, 12-24, 10/PK	LENNOX, 20116	20116	1.41	423.00
17	300	EA	BLADE, HACKSAW, MOLY, 12-18, 10/PK	LENNOX, 20117	20117	1.45	435.00
18	10	EA	BLADE, SAW, F/D.I & C.I. HOMELITE, 12" BLADE, CUTTING, FOR DUCTILE-IRON AND CA, OR APPROVED EQUAL	HOMELITE	DI12COW	4.13	41.30
19	10	EA	BLADE, SAW, F/D.I & C.I. HOMELITE, 14", OR APPROVED EQUAL	HOMELITE	DI14COW	6.35	63.50
20	10	EA	BLADE, SAW, F/MASONRY/CONCRETE, HOMELITE 12", OR APPROVED EQUAL	HOMELITE	MAS12COW	3.41	34.10
21	10	EA	BLADE, SAW, DI PIPE, 14" X 350MM CNTR, H/S 5490 RPM, 20MM ARBOR HOLE	U.S. SAWS #APB14125	ABP14125	167.48	1,674.80
22	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 5T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 6"	48-00-5021	2.00	20.00
23	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 5T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 9"	48-00-5026	2.75	27.50
24	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 5T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 12"	48-00-5027	3.15	31.50
25	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 14T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 6"	48-00-5782	2.00	20.00
26	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 14T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 9"	48-00-5787	2.75	27.50
27	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 14T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 2"	48-00-5789	3.05	30.50
28	10	EA	BLADE, SAW F/PNEU.RECIP.SAW, 18T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 6"	48-00-5784	2.00	20.00
29	10	EA	BLADE, SAW F/PNEU.RECIP.SAW, 18T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 9"	48-00-5788	2.75	27.50
30	10	EA	BLADE, SAW F/PNEU.RECIP.SAW, 18T, MILWAUKEE, OR APPROVED EQUAL	MILWAUKEE, 12"	48-00-5789	3.05	30.50
31	72	EA	KNIFE, SCRAPER, W/STIFF CHISEL BLADE, 3"	RED DEVIL NO. 4209	4209	3.30	237.60
32	12	EA	CHISEL, COLD, 3/8 X 5-1/2	Williams	C-12	3.41	40.92
33	12	EA	CHISEL, COLD, HAND, 7/8" X 8"	Williams	C-28	8.19	98.28
34	48	EA	WHEEL, CUTTER, RIDGID E-5272, OR APPROVED EQUAL	RIDGID	33195	7.35	352.80
35	48	EA	WHEEL, CUTTER, FOR RIDGID #3 & 4 CUTTER	RIDGID 33195	33195	7.35	352.80
36	36	EA	WHEEL, CUTTER, FOR HD RIDGID #6 CUTTER	RIDGID 33165	33165	5.00	180.00

ITEM	EST. QTY	UNIT	DESCRIPTION	MANUFACTURER BRAND	MFR/STOCK #	UNIT PRICE (\$)	EXTENSION PRICE (\$)
37	36	EA	WHEEL, CUTTER, FOR RIDGID 42A CUTTER	RIDGID	33145	11.60	417.60
38	24	EA	WHEEL, CUTTER, REED OP2 FOR CUTTING PLASTIC TUBING	REED	04180	8.57	205.68
39	48	EA	WHEEL, CUTTER, MODEL E1240, RIDGID PART	RIDGID	33165	5.00	240.00
40	3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-47, 3/4"	RIDGID	41330	11.81	35.43
41	3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-52, 1"	RIDGID	41335	14.93	44.79
42	3	EA	EXTRACTOR, PIPE, 1", PROTO #9529, OR APPROVED EQUAL	PROTO	J9529	14.91	44.73
43	6	EA	EXTRACTOR, PIPE, 3/4", PROTO #9528, OR APPROVED EQUAL	PROTO	J9528	12.92	77.52
44	3	EA	EXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL	IRWIN EZY-OUT	EX4	1.95	5.85
45	3	EA	EXTRACTOR, SCREW, EZY-OUT #5, OR APPROVED EQUAL	IRWIN EZY-OUT	EX5	2.58	7.74
46	12	EA	HAMMER, MACHINIST, BALL PEIN, 8-OZ	WILLIAMS	20542	5.25	63.00
47	12	EA	HAMMER, MACHINIST, BALL PEIN, 24-OZ	WILLIAMS	20545	8.03	96.36
48	50	EA	HAMMER BLACKSMITH, CROSS PEIN, 2#	AMES	1196000	8.79	439.50
49	60	EA	HAMMER, BLACKSMITH, CROSS PEIN, 2-1/2# / 3 LB.	AMES	1196700	9.83	589.80
50	36	EA	HAMMER, CLAW, RIPPING, 16-OZ	WILLIAMS	DD16R	7.38	265.68
51	24	EA	HAMMER, SLEDGE, 8#, STRIKING/DRILLING, WITH FIBERGLASS HANDLE	AMES	119880	19.00	456.00
52	12	EA	HANDLE, PICK, RAILROAD, 36", WOOD	VAUGHAN	683-65	8.07	96.84
53	300	EA	KNIFE, UTILITY, STANLEY #10-099, OR APPROVED EQUAL	STANLEY	10-099	2.25	675.00
54	100	BA	TWINE, CHALKLINE, 210-FT. BALL	CWC	18X402	1.44	144.00
55	48	EA	LEVEL, TORPEDO, MAGNETIC, 9"	EMPIRE	EM81.9	5.79	277.92
56	24	EA	PUNCH, PRICK, 3/8"	WILLIAMS	P-30	3.42	82.08
57	48	EA	PLIER, DIAGONAL CUTTING, CRESCENT, 6" CHANNEL LOCK BRAND OR APPROVED EQUAL	CHANNEL LOCK	#436	7.34	352.32
58	288	EA	PLIERS, PUMP, TONGUE/GROOVE, 9-1/2", CHANNEL LOCK NO. 420	CHANNEL LOCK	420	8.86	2,551.68
59	288	EA	PLIERS, PUMP, TONGUE/GROOVE, 9-1/2", CHANNEL LOCK NO. 430	CHANNEL LOCK	430	9.22	2,655.36
60	288	EA	PLIERS, PUMP, TONGUE/GROOVE, 9-1/2", CHANNEL LOCK NO. 440	CHANNEL LOCK	440	10.46	3,012.48
61	48	EA	PLIERS, PUMP, KNIPEX-ALLIGATOR, 12", OR APPROVED EQUAL	KNIPEX	8801300	31.00	1488.00
62	288	EA	PLIERS, SLIP JOINT, 6", CHANNEL LOCK #546, OR APPROVED EQUAL	WILLIAMS	23101	4.18	1203.84
63	144	EA	PLIERS, SIDE CUTTING, 8.5", H.D., PLASTIC DIPPED HANDLE, CHANNEL LOCK #348, OR APPROVED EQUAL	WILLIAMS	23403	11.39	1640.16

ITEM	EST. QTY	UNIT	DESCRIPTION	MANUFACTUER BRAND	MFR/STOCK #	UNIT PRICE (\$)	EXTENSION PRICE (\$)
64	24	EA	PLIERS, LONG NOSE 8", CHANNEL LOCK NO. 317 OR APPROVED EQUAL	Williams	23411	8.01	192.24
65	96	EA	PLIERS, VISE GRIP, 7", OR APPROVED EQUAL	WILLIAMS	23304	4.25	408.00
66	96	EA	PLIERS, VISE GRIP, 10"	WILLIAMS	23305	4.64	445.44
67	288	EA	TAPE, MEASURING, STEEL, RULE, 16'. JOHNSON OR STANLEY BRAND.	JOHNSON NO. 1804-0016	1803-0016	3.99	1149.12
68	350	EA	TAPE, MEASURING, RULE, 30'. JOHNSON OR STANLEY	JOHNSON NO. 1804-0012	1803-0030	5.29	1851.50
69	48	EA	HACKSAW, FRAME, BAHCO BRAND OR APPROVED EQUAL	BAHCO	317	10.31	494.88
70	288	EA	SHOVEL, ROUND POINT, RAZORBACK #R248, OR APPROVED EQUAL	RAZORBACK	R248	14.87	4282.56
71	288	EA	SHOVEL, SQUARE POINT, RAZORBACK #S248, OR APPROVED EQUAL	RAZORBACK	S248	15.03	4328.64
72	144	EA	SCREWDRIVER, SLOTTED, 3", 3/16" TIP	WILLIAMS	60-003	1.65	237.60
73	144	EA	SCREWDRIVER, STANDARD, 4" BLADE, 3/16" TIP	WILLIAMS	60-004	1.60	230.40
74	144	EA	SCREWDRIVER, STANDARD, 6" BLADE, 1/4" TIP	WILLIAMS	60-006	1.65	237.60
75	144	EA	SCREWDRIVER, STANDARD BLADE, 8", 3/8" TIP	WILLIAMS	24241	5.04	725.76
76	144	EA	SCREWDRIVER, PHILLIPS 4" BLADE, #1	WILLIAMS	60-001	1.60	230.40
77	144	EA	SCREWDRIVER, PHILLIPS 6" BLADE #2	WILLIAMS	24255	4.01	577.44
78	24	EA	TROWEL, GARDEN WITH WOODEN HANDLE, TRU-TEMPER TGC-20, OR FISKARS	TRU-TEMPER OR FISKARS	TGC-20	2.02	48.48
79	72	EA	WRENCH, ADJUSTABLE, BLACK, 6"	WILLIAMS	13606	4.91	353.52
80	72	EA	WRENCH, ADJUSTABLE, BLACK, 8"	WILLIAMS	13608	5.88	423.36
81	72	EA	WRENCH, ADJUSTABLE, BLACK, 10"	WILLIAMS	13610	7.07	509.04
82	12	EA	SOCKET, X-DEEP, 1-1/16", 1/2" DRIVE, 12-PT	WILLIAMS	32434	4.77	57.24
83	24	EA	SOCKET, 1-1/16", 1/2" DRIVE, 12-PT	WILLIAMS	32234	2.94	70.56
84	24	EA	SOCKET, X-DEEP, 11/16", 1/2" DRIVE, 12-PT	WILLIAMS	32422	3.64	87.36
85	24	EA	SOCKET, 3/8", 1/2" DRIVE	WILLIAMS	32212	1.83	43.92
86	24	EA	SOCKET, 3/8", 3/8" DRIVE	WILLIAMS	31212	1.49	35.76
87	24	EA	RATCHET, 1/2" DRIVE, LENGTH - 10 - 1/4	WILLIAMS	32001	17.70	424.80
88	24	EA	RATCHET, 3/8" DRIVE	WILLIAMS	31001	11.16	267.84
89	24	EA	RATCHET, 1/2" DRIVE, FLEX-HEAD	WILLIAMS	32005	11.75	282.00
90	24	EA	WRENCH, COMBINATION, 1"	WILLIAMS	11132	8.54	204.96
91	24	EA	WRENCH, COMBINATION, 7/8"	WILLIAMS	11128	6.34	152.16
92	24	EA	WRENCH, COMBINATION, 3/8"	WILLIAMS	11112	3.05	73.20
93	24	EA	WRENCH, COMBINATION, 7/16"	WILLIAMS	11114	3.20	76.80
94	24	EA	WRENCH, COMBINATION, 3/4"	WILLIAMS	11124	4.98	119.52



ITEM	EST. QTY	UNIT	DESCRIPTION	MANUFACTURER BRAND	MFR/STOCK #	UNIT PRICE (\$)	EXTENSION PRICE (\$)
95	24	EA	WRENCH, COMBINATION, 1-1/4"	WILLIAMS	11140	13.63	327.12
96	24	EA	WRENCH, COMBINATION, 13/16"	WILLIAMS	11126	6.22	149.28
97	24	EA	WRENCH, COMBINATION, 9/16"	WILLIAMS	11118	4.09	98.16
98	96	EA	WRENCH, ONE HAND, REED #MW1-1/4, OR APPROVED EQUAL	REED	MW-114	71.26	6,840.96
99	12	EA	WRENCH, HYDRANT, SPANNER 5-HOLE	DIXON	PHW	8.99	107.88
100	6	EA	WRENCH, PIPE, INTERNAL, 1/2"	GENERAL	139B	5.00	30.00
101	72	EA	WRENCH, PIPE, OFFSET. RIDGID BRAND OR APPROVED EQUAL	RIDGID MODEL 14	CAT NO. 89435	39.08	2813.76
102	24	EA	WRENCH, PIPE, 6" RIDGID BRAND OR APPROVED EQUAL	RIDGID MODEL 16	CAT NO. 831000	7.38	177.12
103	24	EA	WRENCH, PIPE, 8", RIDGID BRAND OR APPROVED EQUAL	RIDGID MODEL 18	CAT NO. 31005	9.50	228.00
104	12	EA	WRENCH, PIPE, 14" RIDGID BRAND OR APPROVED EQUAL	RIDGID MODEL 14	CAT NO. 3120	21.30	255.60
105	12	EA	WRENCH, PIPE, 24", RIDGID BRAND OR APPROVED EQUAL	RIDGID MODEL 24	CAT NO. 31030	43.12	517.44
106	144	TU	GASKET, FORM-A, PERMATEx #2C, OR APPROVED EQUAL	PERMATEx	2C	6.00	864.00
107	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 1/4" - DOMESTIC	CAMPBELL	014342	1.00	100.00
108	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 3/8" - DOMESTIC	CAMPBELL	014346	2.00	200.00
109	50	FT	CHAIN, JACK, SINGLE, SIZE 10, BRT. STL.	T.C.I.	10210	.38	19.00
110	50	FT	CHAIN, LOCK LINK, BRT. ZINC, SIZE 2/0	T.C.I.	11075	.77	38.50
111	100	CL	ROPE, MANILA, 1/2" X 600'	CWC	200045	46.20	4620.00
112	20	EA	PAIL, WATER, GALVANIZED, HEAVY DUTY, 14-QT	NOLL	14Q	7.25	145.00
113	500	EA	PAIL, UTILITY, WHITE POLYETHYLENE, 5 GAL. PAIL	CONTICO	SGP	2.50	1,250.00
114	6	EA	BROOM, MILL, WAREHOUSE, STANDARD, 18" SUPER SWEEPER NO. 2218 POLY	MBC	2218	6.25	37.50
115	6	EA	BROOM, PARLOR, DUSTLESS	MBC	463	5.05	30.30
116	180	EA	HANDLE, FLOOR BRUSH, 6', METAL THREAD	MBC	m60	2.97	534.60
117	24	EA	BROOM, WHISK, 12" OVERALL	MBC	228	2.50	60.00
118	48	EA	BRUSH, WIRE, SHOE HANDLE	PEARL	SCB319	1.52	72.96
119	48	EA	BRUSH, WIRE, SHOE HANDLE	PEARL	SCB319	1.52	72.96
120	24	EA	BRUSH, COUNTER, FOXTAIL TYPE	MBC	58	3.75	90.00
121	24	EA	BRUSH, SCRUB, 8", MEDIUM LENGTH, STIFF FIBER	MBC	171	1.70	40.80
122	180	EA	BRUSH, 18", STREET, WOOD, SHORT FIBER, W/ 1-1/8" THICK HANDLE	MBC	2218/B60	9.60	1,728.00
123	2,400	EA	CRAYONS, LUMBER, YELLOW, BX-12	JOHNSON	3512-Y	.40	960.00
124	150	RL	TAPE, DUCT, 2" X 60 YD, SILVER	NASHUA	394	3.50	525.00
125	24	RL	TAPE, MASKING, 3/4"	UNITED	55315	1.06	25.44
126	24	RL	TAPE, MASKING, 1"	UNITED	55320	1.53	36.72
127	120	RL	TAPE, MASKING, 2"	UNITED	55327	2.22	266.40

ITEM	EST. QTY	UNIT	DESCRIPTION	MANUFACTURER BRAND	MFR/STOCK #	UNIT PRICE (\$)	EXTENSION PRICE (\$)
128	200	EA	SHACKLES, ANCHOR, SCREW PIN, 1/2"	T.C.I.	01407	1.94	388.00
129	200	EA	SHACKLES, ANCHOR, SCREW PIN, 5/8"	T.C.I.	01408	3.31	662.00
130	24	EA	ALLEN WRENCH SETS (FOLDING), 5/64" - 1/4"	SHOP-TEK	14589	3.99	95.76
131	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 9/16", 12 PTS, 1/2" DRIVE	WILLIAMS	37118	1.71	20.52
132	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 11/16", 12 PTS, 1/2" DRIVE	WILLIAMS	37122	2.12	25.44
133	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 15/16", 12 PTS, 1/2" DRIVE	WILLIAMS	37130	2.86	34.32
134	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 3/4"	WILLIAMS	37124	2.12	25.44
135	12	EA	MEASURING WHEEL, KESON BRAND OR CALCULATED INDUSTRIES OR TRUMETER OR ROLATAPE MEASURING SYSTEMS	KESON	RR102	32.18	386.16
136	48	EA	PUMP, UTILITY, PORTABLE WATER PUMP, BECKSON BRAND OR APPROVED EQUAL	BECKSON (136PF-6) OR LITTLE GIANT	136PF-6	29.70	1425.60
137	12	EA	SAW, COMPASS, 12", 8 POINT, BAHCO OR APPROVED EQUAL	BAHCO	NP-12-Com	6.57	78.84
138	37	EA	WRENCH 10", PIPE STRAIGHT ALUMINUM MDL 810 (RIDGID 31090) OR APPROVED EQUAL	RIDGID	31090	21.30	788.10
139	56	EA	WRENCH 14", PIPE STRAIGHT ALUMINUM MDL 814 (RIDGID 31095) OR APPROVED EQUAL	RIDGID	31095	29.34	1643.04
140	35	EA	WRENCH 18", PIPE STRAIGHT ALUMINUM MDL 818 (RIDGID 31100) OR APPROVED EQUAL	RIDGID	31100	41.26	1444.10
141	12	EA	WRENCH 24", PIPE STRAIGHT ALUMINUM MDL 824 (RIDGID 31105) OR APPROVED EQUAL	RIDGID	31105	67.08	804.96
142	40	EA	ROUNT POINT SHOVELS	UNION	1564100	9.81	392.40
143	30	EA	PUSH BROOM, 18" Super Sweeper No. 2218 Poly	MBC	2218	6.25	187.50
144	30	EA	HOUSE BROOM	MBC	463	5.51	165.30
145	6	EA	ROCK BARS, approximately 4'	AMES	1168000	21.00	126.00
146	30	EA	LEAF RAKE	AMES	1926000	6.06	181.80
147	25	EA	WATER BUCKET (5-GALLON)	CONTICO	5GP	2.50	62.50
148	10	EA	PICK AXE	AMES	1209500	25.00	250.00
<b>Subtotal</b>	<b>11,943</b>			<b>TOTAL FOR SECTION "A"</b>		<b>\$0.00</b>	<b>\$0.00</b>

SECTION "B" POWER TOOLS

POWER TOOLS--BRAND

VENDOR NAME: B & B SUPPLY

Contractor shall furnish power tools as listed in current manufacturer's catalogs and/or price lists for the following: Milwaukee Brand or Dewalt brand or approved equal, power tools, including, but not limited to cordless drills, hammer drills sawzalles, etc., and accessories, including but not limited to 18 Volt batteries.

Brand(s): MILWAUKEE

Contractor to furnish parts as listed in current manufacturer's catalogs and/or price lists.

State Percentage Discount Allowed the City: 45 %

Price List Number: EPL-63 Dated: 1/1/13

Applicable Price Column: LIST COLUMN (Enclose Copy)

OTHER

Payment Terms: NET 30 DAYS

Delivery: 1-2 DAYS

**ATTACHMENT B**

**REFERENCES**

**REMOVED**

**ATTACHMENT C**

**SBE**

**There will be a combined SBE/VSBE/LSBE goal of 1% on this contract.**



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

## INSTRUCTIONS ON HOW TO BECOME CERTIFIED AS A SMALL BUSINESS

There is a combined Small Business Enterprise (SBE) goal associated with this project. Please fill out the attached form COLB Commitment Plan to show your percentage of participation as a small business for this project. Please go to our website at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) and edit your profile, if you have not already done so, to make sure you become certified with the City of Long Beach as a small business. If your company is not eligible to become a small business, please perform the good faith effort. Please see a sample of the place where you can be certified on Planetbids.

PROFORMA CM (VEHICLE ID: 184577)

Company Info	Additional Addresses	Classifications/Licenses	Other Business Info	Category/Description	Emergency Operations	Small Business Certification
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Would you like to be certified as a Small Business?  YES  NO

### Small Business (SBE) Certification Status

Current Status

### Classification Categories

at least one category must be chosen

### Financial Year Information

Gross Annual Receipts for    
2010   
2009   
3 Year Average Gross Receipts   
Fiscal Year Begins

### Business Affiliation

During the previous three (3) Tax Years, this owner:

YES  NO had ownership interest in another business

YES  NO performed management duties for another business

YES  NO had a family member(s) engaged in a similar business

YES  NO had a financial relationship with another business consisting of loans, and/or assistance to meet bonds, security or credit requirements

YES  NO shared employees, facilities, equipment or systems with another business



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

## SECTION 1

<b>Project Name:</b>		<b>Date:</b>	
<b>Prime Vendor:</b>		<b>Prime Contract \$ Amount:</b>	

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

## SECTION 2 (please refer to instructions on page 2)

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

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

Phone #

Signature

Date

Email





# CITY OF LONG BEACH

## Department of Financial Management Business Relations Bureau

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

### Certified Small Business Enterprise

**Vendor Account Number:** 183439

CHAD SMOLAN  
B & B Supply  
1845 W. Anaheim St  
long beach, CA 90813

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: 444130</b> <b>SBE Certificate Effective Date: 10/21/13</b> <b>SBE Certificate Expiration Date: 10/21/16</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.

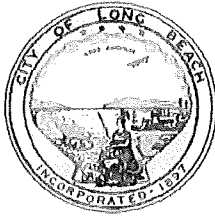
The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, 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,  
Erik Sund  
Business Relations Bureau Manager

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



# **CITY OF LONG BEACH**

**DEPARTMENT OF FINANCIAL MANAGEMENT**  
**Business Relations Bureau**

## **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

### **PARTICIPATION INSTRUCTIONS**

**Rev. July 28, 2009**

**PROJECT:**

## INSTRUCTIONS TO BIDDERS

### SUMMARY

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

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

#### I. Small Business Enterprise (SBE) Certification

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

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

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

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

#### II. SBE Participation Goal

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

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

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

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

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

## Small Business Enterprises – Eligibility Requirements

### I. SBE, VSBE and LSBE Eligibility

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

## SBE/VSBE/LSBE Good Faith Effort

### Good Faith Effort Evaluation Criteria for Contracts

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

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

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

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

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

<i>Name of Project:</i>	<i><u>Pipeline Relocation Design</u></i>
<i>Work Elements:</i>	<i>Civil engineering – 70%</i>
	<i>Geotechnical – 10%</i>
	<i>Structural engineering – 10%</i>
	<i>Mechanical engineering –10%</i>

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

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

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

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

- Metropolitan Water District  
<http://www.mwdh2o.com/mwdh2o/pages/business/business01.html>
- Los Angeles Community College District  
[http://www.build-laccd.org/bidding\\_and\\_contracting/index.asp?pg=oao](http://www.build-laccd.org/bidding_and_contracting/index.asp?pg=oao)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SBE/VSBE/LSBE Commitment Plan

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

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

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

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

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

#### **INSTRUCTIONS FOR SECTION 2**

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



5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
  - a. locating the SBE/VSBE/LSBE on via the small business search function; and/or
  - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors/subconsultants and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subconsultants must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subconsultant to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be render for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE's/VSBE's/LSBE's subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

## CONTACT INFORMATION

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

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



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

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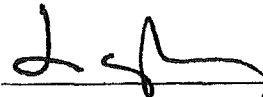
Section 4. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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

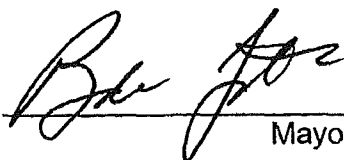
Ayes: Councilmembers: S. Lowenthal, DeLong, Schipske,  
Andrews, Reyes Uranga, Gabelich,  
Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: O'Donnell.

  
\_\_\_\_\_  
City Clerk

Approved: 4/12/09  
(Date)

  
\_\_\_\_\_  
Mayor

## EXHIBIT A

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

### 1.0 Applicability

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

### 2.0 Policy

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

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

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

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

### 3.0 Program Structure

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

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

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

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

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

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

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

## **5.0 SBE, VSBE and LSBE Eligibility**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.0 Bidder and Proposer Compliance with Good Faith Effort Evaluation Criteria**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **14.0 Contract Amendments**

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

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

#### **15.0 Contract Monitoring**

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

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

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

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

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

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

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

#### **16.0 Contract Compliance**

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

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

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

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

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

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

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

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

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

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

## **17.0 Small Business Facilitation**

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

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

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

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

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

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

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

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

**18.0 Periodic Review**

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

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

**ATTACHMENT D**

**W-9/VENDOR APPLICATION**

**Request for Taxpayer  
 Identification Number and Certification**

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

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>BFB INDUSTRIES INC</b>	
Business name, if different from above <b>BFB SUPPLY</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>1845 W. ANAHEIM ST.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>LONG BEACH, CA 90803</b>	
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 Line 1 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.

Social security number
or
Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

**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.

Sign Here      Signature of U.S. person ▶ *Bob Smolenski*      Date ▶ *1/15/14*

**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:

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

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9): B+B INDUSTRIES, INC  
DBA Name (same as line 2 on W9): B+B SUPPLY leave blank if not applicable  
Federal Tax ID Number (or SSN): XXXXXXXXXX required (this number is a fed tax id:  ssn: ( )  
Web Address: BANDB.NET leave blank if not applicable

Purchase Order Address: 1845 W. ANAHEIM ST.  
Attn: LONG BEACH  
City:  
State: CA Zip Code: 90813  
Contact Name: CHAD SMOLAN  
E-mail: BANDBSUPPLY@AOL.COM  
Phone Number: 562/432-7904 i.e. 562-555-1234  
Fax: 562/432-6335 i.e. 562-555-5678  
Toll Free: i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address: SAME  
Attn:  
City:  
State: Zip Code:  
Contact Name:  
E-mail:  
Phone Number: i.e. 562-555-1234  
Fax: i.e. 562-555-5678  
Toll Free: i.e. 800-555-2468

Type of Ownership: Individual Partnership Corporation LLC Nonprofit Government

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)

MBE WBE Local DBE Certified SBE Certified Micro  
State certification number: C 1106765

**ATTACHMENT E**

**EBO**



## 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: Pete Smolan Title: V.P

Signature: Pete Smolan Date: 1/15/14

Business Entity Name: B+B SUPPLY

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: B+B SUPPLY Federal Tax ID No. [REDACTED]  
Address: 1845 W. ANAHEIM ST  
City: LONG BEACH State: CA ZIP: 90813  
Contact Person: CHAD SMOLAN Telephone: 562/432-7904  
Email: BANOB SUPPLY@AOL.COM Fax: 562/432-6335

**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 15 day of JANUARY, 2014, at LONG BEACH, CA

Name PETE SMOLAW

Signature Pete Smolaw

Title V. P.

Federal Tax ID No. [REDACTED]

**ATTACHMENT F**

**Please provide print out showing your business is registered with the California Secretary of State.**

**Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:**

**[www.sos.ca.gov/](http://www.sos.ca.gov/)**

**See website location attached**



Secretary of State

Administration

Elections

**Business Programs**

Political Reform

Archives

Registries

**Business Entities (BE)**

## Online Services

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

## Main Page

## Service Options

## Name Availability

## Forms, Samples &amp; Fees

Statements of Information  
(annual/biennial reports)

## Filing Tips

Information Requests  
(certificates, copies & status reports)

## Service of Process

## FAQs

## Contact Information

## Resources

- Business Resources
- Tax Information
- Starting A Business

## Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

**Business Search**

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

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

To conduct a search:

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

**Search Type:**

Corporation Name  Limited Liability Company/Limited Partnership Name  Entity Number

**B & B INDUSTRIES, INC.**

Entity Name: enter company name here and hit "search"

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

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

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Secretary of State

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## Online Services

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

**Main Page****Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**  
(annual/biennial reports)**Filing Tips****Information Requests**  
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information**

## Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

## Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, December 31, 2013. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	B & B INDUSTRIES, INC.
Entity Number:	C1106765
Date Filed:	03/18/1982
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1845 W. ANHEIM ST.
Entity City, State, Zip:	LONG BEACH CA 90813
Agent for Service of Process:	PETER SMOLANOVICH
Agent Address:	1845 W. ANAHEIM ST.
Agent City, State, Zip:	LONG BEACH CA 90813

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

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

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

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City of Long Beach

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

1/16/14

NOTICE TO BIDDERS

Miscellaneous Hand and Power Tools

ADDENDUM NO. 1: Q & A

ITB-LB-14-019

**This acknowledgement needs to be signed and included with your bid document.**

1. Q: If we bid on Section B: Can we bid a % off our current "Sexauer Catalog" or does it have to be a manufacturer's catalog?
2. Q: Bid states that we need a warehouse within 15 miles of Long Beach. We have a warehouse located 19 miles from Long Beach. Is that acceptable?
3. Q: For your reference, Williams does not make items #40, 42 and 43. Also Williams items #82, 83, 84 and 85 are unidentifiable. Indicates combination wrench but have more than one size noted.

On items 22, 23, and 24, B & D or Milwaukee, each have three sizes show on one line. Does that mean any of the three can be quoted or are these sets?

4. Q: The bid was originally released during the holidays, when we had limited resources. Could we request an extension of one to two weeks?
5. Q: Who is the incumbent of the current agreements?



6. Q: If we do not have a local distribution center within 15 miles as stated in the bid, (Contract Overview) would our centralized distribution center, with next day delivery on over 500,000 items be considered as a logistics model?
  
7. Q: Lines 1-5 Wheel, Abrasives in different sizes, what grits do you use?
  
8. Q: Line 9 –What configuration do you use to use in an ax handle, bent for single bit or straight for double bit axes?
  
9. Q: Line 10—Is there a manufacturer's name for the clearing axe?
  
10. Q: Lines 18-20—Is there more information about the Saw Blades? Things like type of blade and tooth count and what you would be cutting would be helpful.
  
11. Q: Lines 29-30 –Could we have more information or a description or an EDP number?
  
12. Q: Lines 40-44, Lines 40-44, 57-58, 64-65, 66-69 and 71-89 – the bid requests the Williams brand tools, MSC can get these items but they are not stocked in our fulfillment centers. We carry a good better best offering that includes brands such as Proto, Stanley, Black Hawk, and Paramount and many others. Our technical advisors are of the opinion that the best cross for the Williams is the Paramount brand.

Paramount Hand Tools are tough enough to meet the demands of any job. With high grade construction coupled with innovative design and ergonomics, Paramount hand tools give professionals the muscle they need to tackle even the most difficult to tasks. Paramount hand tools are manufactured to meet or exceed ANSI specifications. In addition, Paramount hand tools are 100% Trade Agreements Act (TAA) compliant and are backed with a lifetime warranty.

Proto is another tool line that is reported to be a high end tool that is industrial grade ensuring faster and easier work for the professional craftsman. Developed according to strict standards, Proto tools feature ergonomic advantages such as enhanced shock absorption and reduced slippage. Proto offers more than 4,000 tools that are specially engineered for heavy-duty industrial and maintenance applications; sockets, & ratchets, wrenches, torque wrenches, screw, bolt, stud and pipe extractors.

Blackhawk by Proto has manufactured the mechanical and industrial tools workers depend on in tough situations. Now, as a Proto line, they have taken their commitment to reliability even further, broadening their catalog of tools into a complete, competitively priced line. Currently, their line includes sockets, ratchets, wrenches and screwdrivers that cover most automotive, light industrial and maintenance applications.

Stanley – For over 160 years, the Stanley® brand has been synonymous with quality and reliability among professional tool users. We continually design professional Stanley and Stanley® FatMax® branded products with superior features that will see you through to the end of your job and beyond. Our products, with industry-leading innovations, include knives & blades, tape measures, wrenches, hammers and more.

13. Q: Line 48 – Would a 100 foot reel work for you instead of a ball of twine? The reels are made for the chalk devices there are also a wide selection of twine that we need the material such as cotton, Polypropylene or nylon and the diameter or weight.
  
14. Q: Lines 59-60 – Would substituting Stanley brand with the same specifications work for you? And Line 60 the number provides is a 5/8 x 12' tape measure instead of the 30' that was described which tape measure would you prefer?
  
15. Q: Line 61 – Would the Stanley brand work instead of the Bahco brand? Please ask for a sample for your consideration.
  
16. Q: Line 70 – Would the Fiskars brand Trowel work for your associates?

17. Q: Line 90 – Would a different brand from Reed work as long as it is and equal quality?
18. Q: Line 114 – What is the fiber material, Fiber length or could you provide the Manufacturer number?
19. Q: Line 123-126 – What is the drive size (1", 1-1/2", 1/2", 1/4", 2-1/2", 3/8") and how many points (12, 4, 6, 8) would you like?
20. Q: Line 127 – Our company carries 3 brands of measuring wheels Calculated Industries, Trumeter, Rolatope Measuring Systems and an import brand Would any of these brands be an approved equal?

Calculated Industries –

- Fast, accurate measurements for on-site linear, area and volume estimates
- Perfect tool for any pro who needs fast, affordable one-person measurements
- The unique data storage capability of DigiRoller Plus \*\* helps reduce field notes and costly miscalculation errors
- Wheel radius compensation for wall-to-wall accuracy
- Counter limit: 999,999.9
- Wheel diameter: 12-9/16"
- Accuracy: 99.5%
- Reading: feet, yards and meters
- Overall length: 45"

Trumeter Mechanical and Electronic

- Rapid, accurate measurement to save time and cut surveying or estimating cost
- Lightweight – Simple reset lever to zero
- For cabling, pipelines, factory floors, site boundaries, fencing, sports grounds
- Measure along curves and irregular shapes, as well as in straight lines

Rolatope

Measure while you walk. An economical way to accurately measure. For a variety of uses: homes, walls, pavements, sidewalks, real estate appraising, law enforcement, fencing, light construction.

21. Q: Line 128 – Would any of the following brands be an approved equal for the Beckson Brand American Machine and Tool, Little Giant, Shurflo or even the import? Is there a horse power the you use more? What is your usual head pressure? Also Inlet and outlet size? How many gallons per minute are you looking to move? Is there a favored material like 316 Stainless Steel, Aluminum, cast iron...?

22. Q: Line 135 – We have a huge selection of push brooms could you be more specific and the broom that you usually order? We would like to know about the bristle material, block material, Bristle width, handle connection etc... You can view offering on our catalog pages 3020-3021 or on the web site

23. Q: Line 137 – Rock Bars, could we have more information on this item?

Acknowledged By: *Pete Molan* Date: *1/26/14*  
Firm of: *B & B SUPPLY*