

BID NUMBER PA-01812

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

**SIGNS – TRAFFIC, CUSTOM, POLES &
RELATED SUPPLIES**

CONTRACT NO. 32845

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: Highland CA ON THE 23 DAY OF January, 20 12.
CITY STATE MONTH

COMPANY NAME: Pacific Products & Services Inc TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7323 Lynwood Way CITY: Highland STATE: CA ZIP: 90346

PHONE: 909-864-6570 FAX: 909-864-6006

S/ Marsha Linder President
(SIGNATURE) (TITLE)

Marsha Linder marsha@pacific-products.net
(PRINT NAME) (EMAIL ADDRESS)

S/ Kelly Keahy Sec/Admin.
(SIGNATURE) (TITLE)

Kelly Keahy Kelly@pacific-products.net
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

11-1-2012
Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

10-31, 20 12

BID NUMBER PA-01812

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

The following information is submitted regarding the Bidder:**Legal Form of Bidder:**

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

Composition of Ownership (more than 51% of ownership of the organization):**OPTIONAL****Ethnic (Check one):**

Black Asian Other Non-white
Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**INDIVIDUAL (Doing Business As)**

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- Signature must be notarized if the company is located outside of the state of California.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK

333 W OCEAN BLVD/PLAZA LEVEL

LONG BEACH CA 90802

BID DUE DATE: January 25, 2012

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

MICHELLE KING	562-570-6020
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

MICHELLE KING	562-570-6020
DEPARTMENT CONTACT	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

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

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

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

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

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

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

YES



NO

(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.

21. PERMITS, LICENSES, AND CERTIFICATES

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

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

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 charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

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

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PA01812
CUSTOM TRAFFIC SIGNS, POLES & RELATED SUPPLIES

Term order for the period commencing 12 months from the date of award for furnishing and delivering traffic signs and related supplies to the City of Long Beach in accordance with departmental needs and/or fund availability.

Custom made traffic signs. Poles and other units shall be in-stock.

Technical questions contact Mike Sickles Superintendent, Traffic Operations at 562-570-3264.

INVENTORY:

The City reserves the right to inspect the bidder's inventory at the bidder's place of business prior to award of a contract.

DELIVERY SCHEDULE:

City requires a 60-day delivery on custom traffic signs [].

Please state delivery time: N/A

City requires 30 days delivery for "In Stock" poles and mounting hardware.

Please state delivery time: 30 DAYS

City requires 15 days for delivery for "emergency in stock" poles and mounting hardware.

Please state delivery time: 15 DAYS

If your company has a will call, please list the location and hours below:

7323 Lynwood Way, Highland, CA 92346

Failure to meet the required delivery schedule may disqualify your bid.

ALTERNATES:

Whenever material or equipment is specified using a brand name the specifications are intended to establish the type, function and quality required. Although not stated, in every instance where a brand name or product is identified shall also include "or approved equal". If quoting an "equal" item, bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission. Failure to provide supporting data may disqualify bid. Continuously perforated square tube poles will not be allowed as alternate.

The phrase "or approved equal" means that the City Purchasing Agent or designee, shall make the determination, in her sole discretion, whether or not material or equipment offered as an "equal" is the same inform, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

If the manufacture can demonstrate enhanced value and/or increased performance with on minor modifications, manufacture must attach as a separate document the following information:

1. Identify the item of bid to which they are submitting an alternate.
2. Provide a description and justification of the enhanced value and/or performance.

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the vendor from its duty to meet the functional and performance requirements in the specifications so that the vendor may ultimately be required to replace the "approved equal" product with material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

SIGNS

All reflective signs as stated herein shall be fabricated in conformance with current State of California Standard Specifications and the California Department of Transportation Uniform Sign Chart pertaining to Regulatory Signs, Warning Signs, Guide Signs, Special Blanks, and Hardware.

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>
<http://mutcd.fhwa.dot.gov/ser-pubs.htm>

When ordering special signs, the City shall specify the materials to be used, letter size, color of message, background, reflectorization, and size of blank. The City shall provide a sketch if needed.

The year of manufacture and the manufacturer's initials shall be permanently marked on the back of each sign with approximately one inch (1") letters and shall be placed so as not to be concealed by any hardware. Each sign must be permanently marked on the reverse (back) side with approximately one (1") inch letters CLB.

- Alternatively, the above information may be placed in the border of the sign face in letters approximately ¼" in height in a manner so as not to detract from sign appearance.

Signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 26 feet (8 m). The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray and aluminum marks.

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage or transport. Regardless of kind, size, type, or whether delivered by the Contractor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions, shifting, or vibration during storage or transit. Signs shall be dry during transit and shipped on pallets, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retro reflective sheeting.

FIBERGLASS REINFORCED PLASTIC PANEL SIGNS WILL ONLY BE ALLOWED BY SPECIAL REQUEST OF THE CITY.

SINGLE SHEET ALUMINUM SIGN

Single Sheet aluminum signs shall be fabricated and furnished with or without frame. The Contractor shall furnish the sheet aluminum in accordance to "Sheet Aluminum" of Caltrans special provisions. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38, .080 mm minimum thickness unless otherwise requested by the City.

Single Sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 4 feet (1220 mm), one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum sign shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of ± 3 mm. The face sheet shall be affixed to the frame with rivets of 5-mm diameter. Rivets shall be placed within the web of channels and shall not be placed less than 13 mm from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of ± 3 mm per meter when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within ± 3 mm of the detailed dimensions.

Aluminum channels or rectangular aluminum tubing's shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B209.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between 108 mg/m^2 and 377 mg/m^2 , and an average mass of 269 mg/m^2 . Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

RETROREFLECTIVE SHEETING

Unless otherwise requested, Type III sheeting shall be used as the minimum for all signage. Type I or type II sheeting will not be acceptable for any sign.

The contractor shall furnish retro reflective sheeting for sign background and legend in accordance with ASTM Designation: D4956

Retro reflective sheeting shall be applied to sign panels as recommended by the retro reflective sheeting manufacturer without stretching, tearing, or damage.

Class 1, 3, or 4 adhesive backing shall be used for Type III, IV, V, VI, VII, VIII, IX, X and XI retro reflective sheeting.

The adhesive backing shall be pressure sensitive and fungus resistant.

For sign panels that have a minor dimension of 4 feet (1220 mm) or less, no splice will be allowed in the retro reflective sheet except for the splice produced during the manufacturing of the retro reflective sheeting. For sign panels that have a minor dimension greater than 4 feet (1220 mm), only one horizontal splice will be allowed in the retro reflective sheeting.

Unless specified by the manufacturer of the retro reflective sheeting, splices in retro reflective sheeting shall overlap by a minimum of 25 mm. Splices shall not be placed within 50 mm from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retro reflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.

PROCESS COLOR AND FILM

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retro reflective sheeting.

The surface of the screened process color shall be flat and smooth. When the screened process colors in accordance to ASTM Designation: D4956 are in dispute, the City's visual test will govern.

The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Contractor may use green, red, blue, yellow, orange and brown reverse-screened process colors for background and non-reflective opaque black film or black-screened process color for legend. The coefficient of retro reflection for reverse-screened process colors on white retro reflective sheeting shall not be less than 70 percent of the coefficient of retro reflection specified in ASTM Designation: D4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weather ability as that of the retro reflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90° angle.

REGULATORY AND WARNING SIGNS

(ASTM D-4956 TYPE III): R-1, R-2, and R-3 with protective overlay film (F-CAL) with Watermark Logo

STREET NAME SIGNS

Prices quoted for street name signs shall include brackets and bolts.

Specifications

ASTM D-4956 TYPE III or better sheeting.

Double faced street name signs.

White reflective letters on blue background.

Letter/number size as follows:

Capital letters 4-1/2", lower case 3-1/2", block number and "ST" or "AVE", etc., 2" letters

Capital letters 6", block number and "ST" or "AVE", etc., 2" letters

Galvanized brackets and bolts

Aluminum rectangular box section.

Length of signs shall be either 24", 30", 36", 42", 48", or 52" based upon lettering requirements.

Sign Width 1-1/4", Sign Height 9" White border .375"

OVERHEAD STREET NAME SIGNS/PEDESTRIAN SIGNS

PRISMATIC GRADE SIGNS (ASTM D-4956 TYPE VII, TYPE VIII, or TYPE IX)

Prices quoted for overhead street name signs shall include brackets and bolts.

SPECIFICATIONS

Double faced overhead street name signs with internal frame

White reflective letters on blue background/option white letters on green background or black letters on 3983 florescent yellow green background (PED XING).

Galvanized brackets, bolts, locknuts, and cotter pins are to be included in price quote.

Length: 60", 72", 84" Width: 18"

Letter/number size as follows:

Capital letters 8" and lower case letters 6" Border .75"

SPECIAL TRAFFIC SIGNS

TYPE III SIGNS (ASTM D-4956 TYPE III)

All special signs must conform to the State of California and Bureau of Public Records two-color design and be processed on 6061-T6 or 5052-H38 aluminum panels.

LAMINATED PANEL SIGNS

Laminated panel signs shall consist of two-sheet aluminum laminated to a honeycomb core and extruded aluminum frame to produce flat and rigid panels of 25.4-mm or 63.5-mm nominal thickness.

The face of laminated panel signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H32 of 1.6-mm thickness. The back of laminated panel signs shall be fabricated from sheet aluminum alloy 3003-H14 of 1.0-mm thickness. The Contractor shall furnish sheet aluminum as provided in "Sheet Aluminum" of these special provisions.

The core material shall be phenolic impregnated kraft paper honeycomb and fungus resistant in accordance to Military Specification MIL-D-5272. The honeycomb cell size shall be 13 mm. Weight of the kraft paper shall be 300 g/m² and impregnated minimum 18 percent by weight.

A laminating adhesive that can produce a resilient oil and water-resistant bond shall be used to adhere the extruded aluminum frame and the honeycomb core to the sheet aluminum. Edge and interior delamination occur when a 0.25-mm thick feeler gauge of 13 mm in length can be inserted into a depth of more than 10 mm between the extruded aluminum frame and the sheet aluminum. Laminated panel sign with delamination will be rejected.

Laminated panels shall be able to resist a wind load of 161 kg/m² for the following simple span lengths with a bending safety factor of 1.25:

Panel Type	Nominal Panel Thickness	Simple Span Length
A	25.4 mm	2.7 m
B	25.4 mm	2.7 m
	63.5 mm	4.42 m
H	63.5 mm	4.42 m

The tensile strength of laminated panels shall be at least 138 kPa when tested in accordance with the following modification and with ASTM Designations: C297 and C481, Cycle B after aging. Instead of spraying with hot water, the specimen shall be totally immersed in 70°C hot water. When requested by the Engineer or the Transportation Laboratory, at least one test sample of 300 mm x 300 mm in size shall be taken for every 186 m² of the panel production cycle or of the total factory production order, whichever occurs first.

Rivets used to secure the sheet aluminum to the perimeter frame shall be fabricated from aluminum alloy 5052 and anodized or treated with a conversion coating to prevent corrosion. Size of the aluminum rivets shall be 5 mm in diameter and placed at the corners of the laminated panels. Color of the exposed portion of the rivets shall be the same color as the sign background or legend on which the rivets are placed. Rivets or stainless steel screws shall be placed in holes drilled during fabrication in the perimeter frame.

On laminated multiple panel signs, a closure H-Section shall be placed in the top channel of the bottom panel. Perimeter frame of adjoining panel shall accommodate the closure H-Section in the closed position.

For signs with a depth of 1524 mm or less, the laminated panels shall be fabricated with no horizontal joints, splices or seams. For signs with a depth of greater than 1524 mm, the laminated panels may be fabricated in two panels.

The face of laminated panels shall be flat with a tolerance of ± 8 mm per meter when measured across the plane of each panel in all directions. Where laminated panels adjoin, the gap between adjoining edges from one corner to the other corner shall not deviate by more than 1 mm. Non-adjoining edges from one corner to the other corner shall not deviate by more than 3 mm from a straight plane. The front and back sheet aluminum shall be flush with the perimeter frame. The panel edges shall be smooth.

Laminated panel signs shall be within +3 mm or -13 mm of the detailed dimensions. The difference in length between adjoining panels of multiple panel signs shall not be greater than 13 mm.

Roadside laminated panel signs shall be Type B or Type H. Type B panels shall have a nominal thickness of 25.4 mm or 63.5 mm. Type H panels shall have a nominal thickness of 63.5 mm.

The perimeter frame of Type B panels shall consist of extruded channel edges. The interior and exterior sides of the channels, except the sides touching the face and back sheet aluminum, shall be welded at the joint. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration.

Each side of the vertical tube spacers of Type B panels shall be welded to the perimeter frame, except the sides touching the front and back sheet aluminum.

The perimeter frame of Type H panels shall consist of extruded channel edges on the vertical sides and consist of extruded tube channel edges on the horizontal sides. The perimeter frame shall be connected by self-tapping hex head stainless steel screws. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration.

For Type H panels with a length of 5182 mm or longer, centerline panel tube shall be placed along the horizontal centerline of the panel. The ends of the centerline panel tube shall be firmly affixed to the perimeter frame.

Each side of the vertical tube spacers of Type H panels shall be welded to the perimeter frame and the centerline panel tube, except the sides touching the front and back sheet aluminum.

The Contractor shall furnish mounting hardware for roadside laminated panel signs, such as closure H-sections, lags, bolts, nuts, and washers. Overhead laminated panel signs shall be Type A and have a nominal thickness of 25.4 mm.

For overhead laminated signs with a length of 7315 mm or less, the laminated panels shall be fabricated with no vertical joints, splices or seams. For signs with a length of greater than 7315 mm, the length of each adjoining panel shall be as determined by the Engineer or as shown on the plans.

The perimeter frame of Type A overhead laminated panels shall be connected by self-tapping hex head stainless steel screws. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration. The perimeter frame of Type A panels shall consist of extruded channel edges on the vertical sides and consist of modified "H" section extrusion on the horizontal sides. The modified "H" section extrusion acts as an integral retainer track for affixing the bolts to provide blind fastening of panels to the structure support.

The Contractor shall furnish mounting hardware for overhead laminated panel signs, such as closure H-sections, clamps, bolts, nuts, and washers. The clamps shall be cast aluminum alloy with a minimum tensile strength of 170 MPa. Bolt torque used for installing clamps shall not exceed 12 N-m.

ADDITIONAL REVISIONS TO SPECIFICATIONS AND BID REQUIREMENTS

Bidder is required to have experience doing business for a minimum of 2 years with at least one government agency such as another city, county etc. that orders street/traffic signs. Failure to have prior experience will disqualify your bid.

Please list information below:

1. Name: LOS ANGELES COUNTY
Contact person: Mary Villanueva Phone # 626-458-1619
Years doing business: 10 yrs
Providing what type of signs/poles: TELESPAR SIGN POSTS/ANCHORS

2. Name: CITY OF SAN DIEGO
Contact person: DON BENDER Phone # 619-527-5430
Years doing business: 10 yrs
Providing what type of signs and poles: TELESPAR SIGN POSTS/ANCHORS

ALL SIGNS AND POSTS ARE REQUIRED TO BE MANUFACTURED TO MEET CALTRANS SPECIFICATIONS.

FAILURE TO AGREE TO DO SO WILL DISQUALIFY YOUR BID. [Or: Failure to do so will constitute a material breach]

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section Items.

Payment terms: NET % 30 day

EXTENSION OPTION:

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

Price increase shall not exceed 5% during first extension period.

Price increase shall not exceed 5% during second extension period.

PRICES:

Prices quoted shall be FOB DESTINATION and shall include all delivery charges for delivery areas within the City of Long Beach city limits.

DISCOUNT:

Miscellaneous parts may be purchased at a discounted rate: Please quotes discounted rate to City. 50%

PA01812 Bid Section
Misc. Signs and Materials

ITEM	UNIT	CALTRANS SIGN CODE	SUB	DESCRIPTION	COLOR	SIZE	ALUMINUM	Order Quantity	PRICE EA
1	EA	NW016		Neighborhood Watch	Orn/Blk on W	18x24	0.080		
2	EA	Type K-1			Yellow/white		0.080		
3	EA	Type K-1		white plastic w/ 3 Type 3 yellow	Yellow/white				
4	EA	Type K-1		Wht plastic w/ 3 segment yellow/glue down	Yellow/white				
5	EA	Type K-1		Plastic/self adhesive	Yellow/white				
6	EA	Type K-2			Yellow/white		0.080		
7	EA	Type L-1			Yellow/white		0.080		
8	EA	Type L-2			Yellow/white		0.080		
9	EA	Type Q		Plastic/self adhesive	Yellow/white				
10	EA	Type N		Type III	Yellow		0.080		
11	EA	Type N		9-SPOT	Yellow		0.080		
12	EA	Type N		Type III	Red		0.080		
13	EA	Type N		9-SPOT	Red		0.080		
14	EA	Type P					0.080		
15	EA	Type R					0.080		
16		Blank		Type III White		12x18	0.080		
17		Blank		Type III White		24 x 30	0.080		
18		Blank		Type III White		18 x 18	0.080		
19		Blank		Type III White		24 x 48	0.080		
20		Blank		Type III White		24x 12	0.080		
21		Blank		Type III White		30 x 12	0.080		
22		Blank		Type III White		8 x 5	0.080		
23		Blank		Type III White		12 x 5	0.080		
24		Blank		Type III White		36 x 45	0.080		
25		Blank		Type III White	Per SQ Foot	VARIES	0.080		
26		Deliniator	Yellow		yellow plastic w/ 6" yellow Type III reflective sheet. collar, w/ glue-down rubber base	28"			
27		Deliniator	White		white plastic w/ 6" white Type III reflective collar, glue-down rubber base.	28"			
28		Deliniator	Yellow		yellow plastic w/ 6" yellow Type III reflective collar, w/ glue- down rubber base	18"			

PA01812 Bid Section
Misc. Signs and Materials

ITEM	UNIT	CALTRANS SIGN CODE	SUB	DESCRIPTION	COLOR	SIZE	ALUMINUM	Order Quantity	PRICE EA
ITEM	UNIT	CALTRANS SIGN CODE	SUB	DESCRIPTION	COLOR	SIZE	ALUMINUM	Typical order	PRICE EA
29		CUSTOM w/ Name & Address		Box SNS - Type III	Wht on Blue	9x24			
30		CUSTOM w/ Name & Address		Box SNS - Type III	Wht on Blue	9x30			
31		CUSTOM w/ Name & Address		Box SNS - Type III	Wht on Blue	9x36			
32		CUSTOM w/ Name & Address		Box SNS - Type III	Wht on Blue	9x42			
33		CUSTOM w/ Name & Address		Box SNS - Type III	Wht on Blue	9x48			
34		CUSTOM w/ Name & Address		Box SNS - Type III	Wht on Blue	9x52			
35				Pressure sensitive "BEGIN" decal	R on W	8" x 3-1/4"			
36				Pressure sensitive "END" decal	R on W	8" x 3-1/4"			
37				Pressure Sensitive "MON" 1-1/2" CAPS - Type III	R on W	11" x 2"			
38				Pressure Sensitive "TUES" 1-1/2" CAPS - Type III	R on W	11" x 2"			
39				Pressure Sensitive "WED" 1-1/2" CAPS - Type III	R on W	11" x 2"			
40				Pressure Sensitive "THURS" 1-1/2" CAPS - Type III	R on W	11" x 2"			
41				Pressure Sensitive "FRI" 1-1/2" CAPS - Type III	R on W	11" x 2"			
42				Pressure Sensitive "SAT" 1-1/2" CAPS - Type III	R on W	11" x 2"			
43				Pressure Sensitive "SUN" 1-1/2" CAPS - Type III	R on W	11" x 2"			
44				Pressure Sensitive Arrow - SEG	R, B, Blk, W, G	7-1/2" long; 2" head; 3/4" mid quarter			
45				Pressure sensitive 2" number decals, 0-9, Type III	Wht on Blue	3/4" x 2-1/2"			

PA01812 Bid Section
Misc. Signs and Materials

ITEM	UNIT	CALTRANS SIGN CODE	SUB	DESCRIPTION	COLOR	SIZE	ALUMINUM	Order Quantity	PRICE EA
46				Pressure sensitive 2" letter decals-CAPS: AVE, RD, WAY - Type III	Wht on Blue	4"x 2-1/2"			
47				Pressure sensitive 2" letter decals-CAPS: ST, CT, PL - Type III	Wht on Blue	2-1/2"x 2-1/2"			
48				Pressure sensitive 2" letter decals-CAPS: W, E - Type III	Wht on Blue	2"x 2-1/2"			
49			Blue	Bulk roll Type III Sheeting material	Handicapped	36" x 50 yards, pressure sensitive			
50			Blue	Bulk roll Type III Sheeting material	Dark	36" x 50 yards, pressure sensitive			
51			Green	Bulk roll Type III Sheeting material	Dark	36" x 50 yards, pressure sensitive			
52			Red	Bulk roll Type III Sheeting material		36" x 50 yards, pressure sensitive			
53			Yellow	Bulk roll Type III Sheeting material		36" x 50 yards, pressure sensitive			
54			Orange	Bulk roll Type III Sheeting material		36" x 50 yards, pressure sensitive			
55			White	Bulk roll Type III Sheeting material		36" x 50 yards, pressure sensitive			
56			White / Orange	Bulk roll Type III Sheeting material		12" x 50 yards			
57			White / Red	Bulk roll Type III Sheeting material		2" x 50 yards			
58			White	Bulk roll transfer paper for use with sheeting material		36" x 50 yards			
59	Bulk Roll EC Overlay film		Blue	Transparent, acrylic, colored film with pressure sensitive adhesive backing	Handicapped	36" x 50 yards, pressure sensitive			
60	Bulk Roll EC Overlay film		Blue	Transparent, acrylic, colored film with pressure sensitive adhesive backing	Dark	36" x 50 yards, pressure sensitive			

PA01812 Bid Section
Misc. Signs and Materials

ITEM	UNIT	CALTRANS SIGN CODE	SUB	DESCRIPTION	COLOR	SIZE	ALUMINUM	Order Quantity	PRICE EA
61	Bulk Roll EC Overlay film		Green	Transparent, acrylic, colored film with pressure sensitive adhesive backing		36" x 50 yards, pressure sensitive			↑
62	Bulk Roll EC Overlay film		Red	Transparent, acrylic, colored film with pressure sensitive adhesive backing		36" x 50 yards, pressure sensitive			
63	Bulk Roll EC Overlay film		Yellow	Transparent, acrylic, colored film with pressure sensitive adhesive backing		36" x 50 yards, pressure sensitive			
64	Bulk Roll EC Overlay film		Orange	Transparent, acrylic, colored film with pressure sensitive adhesive backing		36" x 50 yards, pressure sensitive			
65	Bulk Roll EC Overlay film		Clear	Transparent, acrylic, colored film with pressure sensitive adhesive backing		36" x 50 yards, pressure sensitive			
66	Slip sheetin g		Clear w/ watermark			36" x 150 Yards			BID
67	F-CAL Protecti ve Overlay Film		Clear w/ watermark			36" x 50 yards, pressure sensitive			
68	EA	Type A	RPM	Ceramic	White	4" Rd			↓
69	EA	Type A	RPM	Plastic	White	4" Rd			
70	EA	Type AY	RPM	Ceramic	Yellow	4" Rd			
71	EA	Type AY	RPM	Plastic	Yellow	4" Rd			
72	EA	Type C	RPM	Reflective	Red/Clear	4" x 4"			
73	EA	Type D	RPM	Reflective	Yellow/Yellow	4" x 4"			
74	EA	Type G	RPM	Reflective	Clear/x	4" x 4"			
75	EA	Type H	RPM	Reflective	Yellow/x	4" x 4"			
76	EA	Type BB	RPM	Reflective	Blue	4" x 4"			

PA01812
Bid Section
Posts and Mounting Hardware

	A	B	C	D	E	F	G	H
1	Item	SUB	DESCRIPTION	COLOR	SIZE	Typical order	PRICE ea	
2	2" Square Tubing - 10'	14 Ga. Galvanized Steel	Non-perforated, scored punch ie "Easy Punch"		10'	50	23.24	
3	2" Square Tubing - 12'	14 Ga. Galvanized Steel	Non-perforated, scored punch ie "Easy Punch"		12'	50	27.70	
4	2-1/4" Square tubing anchor, 30" 14 ga.	14 Ga. Galvanized Steel	Perforated		30"	50	2.10	
5	2-1/4" Square tubing anchor, 30" 7ga.	7 Ga. Galvanized steel	Solid, w/ 4 3/8" holes at top		30"	50	18.19	
6	2-1/2" Square tubing sleeve, 18" 14 ga.	14 Ga. Galvanized Steel	Perforated, w/ 4, 3/8" nom holes		18"	50	2.35	
7	Corner bolt	Cadmium-plated	w/cad-plated nut		3/8"	500	.45	
8	Drive Rivet	Cadmium-plated			3/8"	500	.47	
9	Flat Washer	Cadmium-plated			3/8"	500	.07	
10	Felt Washer				3/8"	500	.04	
11	SNS Mounting Bracket - band on	Galvanized					NO BID	
12	SNS Mounting Bracket 2" square tube top- mount	Galvanized	w/bolt(screw)		2"		NO BID	

NOTE: ITEMS 4+6 SHOULD BE 12 GAGE
12 gage Pricing is AS FOLLOWS:

LINE ITEM # 4 \$ 6.88
LINE ITEM # 6 \$ 4.72



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@longbeach.gov

January 24, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 1
BID EXTENTION

PA-1812
SIGNS – TRAFFIC, CUSTOM, POLES & RELATED SUPPLIES

NEW BID DUE DATE:
FEBRUARY 8, 2012 @ 11:00 AM

Since the bid has been posted, there have been various questions.

The questions and answers will be completed an put up as an addendum.

If you have any questions please submit to Michelle.King@longbeach.gov

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

Prepared By: Michelle King Date: January 24, 2012
Buyer

Acknowledged By: Marsha Linda Date: 02/24/12

Firm of: Pacific Products & Services Inc



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@longbeach.gov

February 3, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 2

BID DUE DATE HAS BEEN EXTENDED: FEBRUARY 28, 2012 @ 11:00 AM

The following are questions and answers that were posed by companies to the City of Long Beach. Please acknowledge receipt of this addendum by signing and returning with your bid.

Since the bid has been posted, there have been various questions.

The questions and answers are as follows:

1. Question: Line Item 2 - Type K is a .050 baked enamel sign. You request a .080 sign. Please advise on how you wish this item to be quoted.

Answer: .050 baked will be acceptable.

2. Question: Line Item 3 - Type K-1 - Please clarify specifically what material you wish to quote for "white plastic". Will need to know exactly what material to quote you and the thickness of said plastic. Also, do you require 3 - reflectors or 3 HIP dots?

Answer: Similar to this for line item #3, #4, and #5

3. Question: Line Item 4 - Type K-1 "White Plastic" w/3 segment yellow glue down. Please clarify exactly what material you wish to have quoted.

Answer: Similar to this for line item #3, #4, and #5

4. Question: Line Item 5 - Type K-1 - Plastic / self adhesive. Please clarify what material you wish to have quoted.

Answer: Similar to this for line item #3, #4, and #5

5. Question: Line Items 6-8 - These signs are typically .050BE (baked enamel). Is this how you wish to have quoted?

Answer: Yes.

6. Question: Line Item 6 - Type K-2 - This sign code is not available in the California Specifications. Please advise which sign to bid.

Answer:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/signchart/2010CASignChart_tabloid_rev2.pdf

Caltrans shows two Type K markers. This is the vertical (obsolete code).

7. Question: Line Item 8 - Type L-2 - This sign code is not available in the California Specifications. Please advise which sign to bid.

Answer: Caltrans shows two Type L markers. This is the vertical, yellow only version (obsolete code).

8. Question: Line Item 9 - Type Q - This sign code is not available in the California Specifications. Please advise which sign to bid. Also, please advise what plastic / self adhesive material you wish to have quoted.

Answer: Caltrans shows Type Q marker. This is the vertical, white plastic delineator with 3 yellow reflective bands.

9. Question: Line Item 11 - Type N-4. This sign does not have a reflective background and is powder coated. Please advise if this is the correct way you want this sign quoted.

Line Item 11 - SNS mounting bracket - Band on. Are you looking for banding only? Please advise what material you wish to have quoted. Part number and manufacture, size and material are helpful.

Answer: Correct, with yellow reflectors.

10. Question: Line Item 34 - Please confirm that this sign is to be quoted as a 52". Other signs in this description are in 6" increments.

Answer: 52" is correct

11. Question: Line Items 35 & 36 - Please confirm that you want these decals to be HIP.

Answer: Yes. Type III Side arm bracket for 9" street name sign.

12. Question: Line Item 44 - Please confirm you wish this decal to be quoted SEG. Per your specifications, you state that Type 1 and 2 are not allowed. Also, please confirm size of 7-1/2" x ?.

Answer: Correct, please make Type III. 7 1/2" with 2" arrowhead and 3/4" arrow shaft

13. Question: Line Item 49 - Please confirm item to be quoted is 3M HIP 3935 Blue?

Answer: Yes.

14. Question: Line Item 50 - Please confirm item to be quoted is 3M HIP 3935 Blue? If so, this will be the same as Item Number 49.

Answer: Yes, it appears 3M has discontinued the lighter color.

15. Question: Line Item 56 - 3M White/Orange barricade sheeting, HIP. Please advise 4" stripe #334 or 6" stripe #336.

Answer: 6" stripe #334

16. Question: Line Item 57 - Please advise what material you wish to have quoted. Will need 3M part number. If unsure, you can check the inside of the current material using. There will be a part number inside. Also, please advise correct size.

Answer: Alternating red / white 2" reflective tape. Unable to provide 3M part number.

17. Question: Line Item 58 - Please clarify what product number you wish for "transfer paper".

Answer: 592U ultra 48" x 100 yards is the current product. Substitute will be accepted.

18. Question: Line Item 59 - Please confirm that the Blue EC film requested is 1175.

Answer: Yes

19. Question: Line Item 60 - Please confirm that the blue EC film requested is 1175. If so, this will be the same as Item # 59.

Answer: Yes, it appears 3M has discontinued the lighter color.

20. Question: Line Item 66 - Confirming you want the 3M product SCW568 36" X 150 yard.

Answer: Yes.

21. Question: Line Item 67 - Confirm that you want to have F-Cal overlay film. Please provide part number to quote.

Answer: 3M 1150 or equivalent. Requirement for watermark will be waived

22. Question: Can anti-graffiti overlay could be submitted without watermark.

Answer: Would be acceptable

23. Question: The Corner bolt requested comes in a 5-16". I have included a picture and specifications of this item as well as two choices for the nut that would go with it located at the bottom of the page under ordering information.

Answer: Please supply with the 5/16 Steel / Zinc jam nut.

You are required to submit this addendum with original bid. **Any bidder who fails to submit this addendum will be disqualified.**

If you have any questions please submit to Michelle.King@longbeach.gov

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

Prepared By: Michelle King Date: February 3, 2012
Buyer

Acknowledged By: Marsha Lunde Date: 02/24/12

Firm of: Pacific Products & Services Inc