

BID NUMBER PA-01209
TO: CITY OF LONG BEACH
CITY MANAGER

ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
Self Contained Breathing Apparatus
Equipment Upgrade (SCBA)

31168

CONTRACT NO. _____

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Arcadia CA. ON THE 12th DAY OF March, 20 09
CITY STATE MONTH

COMPANY NAME: Allstar Fire Equipment TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 12328 Lower Azusa Rd. City: Arcadia STATE: CA ZIP: 91006

PHONE: (626) 652-0900 FAX: (626) 652-0919

S/ [Signature] President
(SIGNATURE) (TITLE)

Joseph A. Sposato info@allstarfire.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Vice-President
(SIGNATURE) (TITLE)

Jill A. Hopper info@allstarfire.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

6.24.09
Date

APPROVED AS TO FORM June 24, 2009

ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-01209

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) 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 California
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

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

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

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.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

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

BID DUE DATE: March 12, 2009
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>Tom Romin</u>	<u>562-570-5384</u>
BUYER	TELEPHONE NUMBER

- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>Steve Raganold</u>	<u>562-570-2500</u>
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 X 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.

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.

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.

The City of Long Beach
Long Beach Fire Department

Specifications for the Testing, Maintenance and Upgrade of Self Contained Breathing Apparatus (SCBA) and Supplied Air Breathing Apparatus (SABA)

SCOPE:

This document defines the general specifications, performance, certification and acceptance requirements for the required maintenance, testing and upgrade of Long Beach Fire Department's inventoried Scott brand Self Contained Breathing Apparatus (SCBA), Rapid Intervention Crew (RIC) emergency air packs and Supplied Air Breathing Apparatus (SABA). The existing inventory consists of Scott Air-Pak NxG2™ and the upgrade will be to Scott Air-Pak NxG7™ breathing apparatus. This specification addresses these elements:

- Upgrade existing inventory and comply with the National Fire Protection Association (NFPA) Standard 1981, year 2007 edition and the most current manufacturer's criteria.
- Maintain and certify performance of existing inventory per NFPA Standard 1981, year 2008 edition and the most current manufacturer's criteria.
- Parts and service for continued maintenance of existing inventory on an as needed basis.
- Replacement for existing inventory on an as needed basis.

- o Development of an inventory and maintenance tracking as well as a Long Beach Fire technician personal qualifications system as defined in NFPA Standard 1852, year 2008 edition and the most current manufacturer's criteria.

As the authority having jurisdiction, the City of Long Beach Purchasing and Long Beach Fire Department reserves the right to determine Vendor's compliance with this document.

MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid conference will be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a vendor who fails to attend the Pre-Bid Conference as scheduled. Vendors will be required to sign-in at the Pre-Bid Conference.**

MANDATORY PRE-BID CONFERENCE SCHEDULE:

Time: 1:00 PM to 2:00 PM PST
Date: Thursday, February 26, 2009
Location: Long Beach City Hall, 3rd Floor Conference Room
333 West Ocean Blvd
Long Beach, CA 90802
Telephone: 562-570-6200
Parking is available on Broadway and Chestnut

BID ACCEPTANCE REQUIREMENTS:

To fairly and completely evaluate the contracts, the Vendor must deliver all documents at the time of bid submission to:

City of Long Beach, City Clerk's Office
ATTN: PA01209 SCBA (Tom Romin)
333 W. Ocean Blvd. Lobby Level
Long Beach, CA 90802

All bid submissions will be time and date stamped when received.

THE VENDOR MUST SUBMIT ALL OF THE FOLLOWING TEN (10) ELEMENTS AT THE TIME OF BID SUBMISSION. ANY BID SUBMITTED WITHOUT THE FOLLOWING, WILL BE ELIMINATED FROM FURTHER CONSIDERATION:

1. **“Approved Equal” Documentation:** The Specifications, as listed, are to be considered as expressing the minimum requirements for the Long Beach Fire Department. If the Vendor can demonstrate enhanced value and/or increased performance with only minor modifications, Vendors must attach, as a separate document, the following information:

- Identify the page and line number of the Specifications to which they are taking exception.
- Provide alternate verbiage describing the changes for the Requirements and/or Provisions.
- Provide a description and justification of the enhanced value and/or performance. Whenever material, process or equipment is specified using a brand name, the name of a particular supplier or specific characteristic, the Specification is intended to establish the type, function and quality required. Although not stated in every instance where a brand name, the name of a particular supplier or characteristic is given, the use of a brand name, the name of a particular supplier or characteristic will also mean and include “or approved equal.” The phrase “or approved equal” means that the Fire Chief of the Long Beach Fire Department, Long Beach City Purchasing or their designee, will make the determination, in his / her sole

opinion and discretion, whether or not material, process or equipment offered as an “equal” is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

Vendors acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Vendors further acknowledge and agree that the City's approval of an 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 “equal” product or process with the material, process or equipment that was originally specified by brand name, by the name of a particular supplier or characteristic, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, vendors accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

The determination of compliance with this “approved equal” provision is done by the Fire Chief, City Purchasing or their designee, and will be final.

2. **Certifications/NFPA Standards:** Documentation certifying that the vendor and assigned technicians are certified by the manufacturer to do the required upgrade, testing and warranty repairs to the breathing apparatus. All testing and repairs must be done to standards established by the manufacturer and the most current applicable National Fire Protection Association (NFPA) standard on breathing apparatus. At time of bid submission, vendor must submit either a

certificate stating that they are Scott Air-Pak certified or a memo on their company letterhead stating they are Scott Air-Pak certified.

3. **Group Testing and Maintenance Data:** Documentation supporting, and examples given, that the vendor can produce printed and digital results of the individual unit as well as group testing and maintenance outcomes. This will include a direct connection with individual unit serial numbers and Long Beach Fire Department identified inventory location.
4. **Manufacturer Certified Technician Training:** Documentation that the vendor or designee can provide manufacturer certified technician training to Long Beach Fire Department personnel.
5. **Plan for Compliance with Standards:** Documentation describing in specific detail the elements to be altered or changed on the breathing apparatus so that it complies with the new standard.
6. **Cyclical Maintenance and Repair:** Documentation describing the required cyclical maintenance and repairs. A list of required component parts and an estimate of the time per unit required to perform routine cyclical maintenance would be included.
7. **References:** Vendor will provide a list of five (5) references, with contact persons and numbers, from current contracts of similar services. City intends to contact the named references and will use the performance information in the evaluation of the bid.

8. **Bonds and Insurance:** Documentation supporting that mandatory bonds and insurance identified by the City of Long Beach are in effect so that work can be accomplished at City facilities.

GENERAL PROVISIONS:

The vendor will provide approved technicians, testing and documenting hardware, including needed computers and printers, and all parts needed to comply with the manufacturer's and NFPA testing and upgrade requirements.

Long Beach Fire Department will determine a location for this service, with input from the awarded contractor. The vendor will provide mandatory bonds and insurance identified by the City of Long Beach so that work can be accomplished at city facilities. Long Beach Fire Department will provide transport for the majority of the units to this site. Some units may need testing at alternate sites.

Testing documentation and project status updates will be available from the vendor at any time during the testing cycle. All documentation produced for the testing and maintenance is the property of Long Beach Fire Department and will be provided in a readable digital format such as Microsoft "Word" or "Excel", as well as printed copies.

Maintenance and / or upgrade work not identified within this specification must be approved by the designated contact from Long Beach Fire Department before any additional costs are incurred.

ELECTRONIC INVENTORY:

Vendor shall provide electronic inventory data listing all items and unique serial numbers in Excel or other agreed upon format upon delivery

PRODUCT LITERATURE:

The selected vendor shall provide a separate, complete copy of the following literature and supporting materials to each Department that purchases and/or receives SCBA from any contract resulting from the bidding of this specification. Literature shall include, but not be limited to: Operator's Manual, Maintenance Manual, Parts Listing/Diagrams, Test Manual, and supporting literature, Training Manual. Materials shall be provided in printed and electronic media formats

TRAINING:

Long Beach Fire Department recognizes the importance of training members in the operation, use and maintenance of SCBA. The successful vendor will provide the following:

- o Provide occasional "train the trainer" instructor courses. Members successfully completing Instructor Training Class shall be certified as SCBA instructors. Once certified, these members shall be qualified by the manufacturer to instruct and train Fire Department members in the operation and use of SCBA. SCBA Instructor training shall be conducted in Long Beach at a Fire Department facility or at other mutually agreed upon locations.
- o Provide occasional "technician" training. Members successfully completing this training will be certified by the manufacturer to do maintenance and testing. This

training will be conducted in Long Beach at a Fire Department facility or at other mutually agreed upon locations.

- Provide technical assistance to the Photo/Video Units sufficient to produce an instructional video specific to the SCBA and related equipment purchased under this specification. All media material and instruction material produced become property of Long Beach Fire Department.
- Provide technical assistance to the Department's Training Division sufficient to produce an instructional written training bulletin specific to the SCBA and related equipment purchased under this specification. Three-dimensional drawings (orthographic projections) of all systems and components shall be available for use in creating training materials. All media material and instruction material produced become property of Long Beach Fire Department.

RENEWAL:

This contract may be extended 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

AWARD:

Long Beach City of Long Beach reserve the right to award this contract to the most responsive and responsible bidder. The City reserves the right to award the contract to more than one vendor.

DELIVERY:

Vendor will complete delivery of order and/or service within thirty (30) calendar days after receipt of completed purchase order. Delivery and/or service must be complete and all items must comply with the provisions of the contract.

Vendor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the Vendor, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

WARRANTY:

All parts, labor and service will have a full manufacturer / vendor warranty for five (5) years.

BID SECTION

The following table is not all-inclusive. It is used for bid comparison only. Long Beach Fire Department may choose to purchase other assemblies and components.

	Item	Cost
a.	Testing unit cost per apparatus	\$ <u>24.00</u>
b.	Testing unit cost per second stage regulator	\$ <u>14.00</u>
c.	Testing unit cost per Supplied Air Breathing Apparatus (SABA)	\$ <u>25.00</u>
d.	Upgrade cost per apparatus	\$ <u>1,335.00</u>
e.	Upgrade cost per second stage regulator and mask	\$ <u>25.20</u>
f.	Hourly cost for non warranty maintenance	\$ <u>55.00</u> /Hour
g.	Unit cost per new apparatus (Scott Air-Pak NxG7™)	\$ <u>2,625.00</u> *
h.	Unit cost per new second stage regulator	\$ <u>405.00</u>
i.	Scott - p/n 804721-01 / Cylinder, 4500 psig, 30 Minute Cylinder & Valve Assemblies	\$ <u>306.94</u>
j.	Scott - p/n 804722-01 / Cylinder, 4500 psig, 45 Minute Cylinder & Valve Assemblies	\$ <u>405.82</u> *
k.	Scott - p/n 804723-01 / Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>452.79</u>
l.	Scott - p/n 200128-01* / NXG Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>306.94</u>
m.	Scott - p/n 200129-01* / NXG Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>405.82</u> *
n.	Scott - p/n 200130-01* / NXG Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>452.79</u>
o.	Scott - p/n 805773-71 / AV3000, Face piece, EPDM Rubber Face seal, Size Small with Small Grey Nose cup	\$ <u>88.32</u>
p.	Scott - p/n 805773-72 / AV3000, Face piece, EPDM Rubber Face seal, Size Medium with Medium Grey Nose cup	\$ <u>88.32</u>
q.	Scott - p/n 805773-73 / AV3000, Face piece, EPDM Rubber Face seal, Size Large with Large Grey Nose cup	\$ <u>88.32</u>

* additional information
on page 22.

Item		Cost
r.	Scott - p/n 804191-71 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size Small	<u>\$88.32</u>
s.	Scott - p/n 804191-72 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size Large	<u>\$88.32</u>
t.	Scott - p/n 804191-73 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size X-Large	<u>\$88.32</u>
u.	Scott - p/n 804191-74 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size Comfort Seal	<u>\$88.32</u>
v.	Scott - p/n 200260-01 / EPIC Voice Amplifier Assembly	<u>\$156.56</u>
w.	Scott - p/n 200715-01 / Clamp, for EPIC Voice Amp, and AV3000 Right Side Only	<u>\$ N/C 0.0</u>
x.	Scott - p/n 200716-01 / Clamp, for EPIC Voice Amp, and AV2000 Right Side Only	<u>\$ N/C 0.0</u>
y.	Total cost for testing and upgrade for five hundred (500) apparatus and six hundred (600) second stage regulators.*	<u>\$20,000.00</u>
z.	A written estimate on time to completion for five hundred (500) apparatus in addition to six hundred (600) second stage regulators and masks.*	<u>14-20</u> Days

* These quantities are non-binding and used for bid comparisons only. Utilization and compensation will be based on the specific number of units actually upgraded, tested, maintained or purchased and the needs of Long Beach Fire Department during the duration of the contract.



City of Long Beach

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

May 20, 2009

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-01209 Scott Safety Products

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-01209 Scott Safety Products. Please acknowledge receipt of this addendum by signing and returning with your bid.

There have been changes to the bid. You are required to submit the **REVISED BID pages 20 & 21**. Any bidder who fails to submit the **REVISED BID pages 20 & 21** will be disqualified.

The changes are as follows:

1. Faithful Performance language added to addendum No. 1 (below)
2. New pages 20 and 21 to be priced with bond cost included
3. Faithful Performance Bond form attached

FAITHFUL PERFORMANCE BOND

The Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$_____ **(which is 50% of the Contract amount)** and shall be submitted within five (5) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS

Signature of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

If you have any questions please submit to Lenore.Blueford@longbeach.gov

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

Prepared By: Lenore Blueford Date: May 20, 2009

Buyer

Acknowledged By: *J.A. Spasato - President* Date: May 27, 2009

Firm of: Allstar Fire Equipment

BID NO: NA
BOND NO: 82188191

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Scott Health and Safety
as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain
View Rd, Warren, NJ 07059, a corporation, incorporated under the laws of the
State of TN, admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
Five Hundred Forty Thousand 00/100 DOLLARS
(\$ 540,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with
said City of Long Beach for the
Supply Fire Fighting Equipment (SCBA's and Accessories), and
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 6th day of July, 2009.

Scott Health and Safety
CONTRACTOR / PRINCIPAL
By: [Signature]
Name: CHRISTOPHE PATTON
Title: DIRECTOR OF FINANCE
By: M.W. Ryan
Name: Michael W. Ryan
Title: VP - GM

Federal Insurance Company
SURETY
By: [Signature]
Name: Stacy Rivera
Title: Attorney-In-Fact
Telephone: 212-915-8888
[Signature]
Erin Clark, Witness

Approved as to form this 16th day of July, 2009
ROBERT E. SHANNON, City Attorney
By: [Signature] Deputy

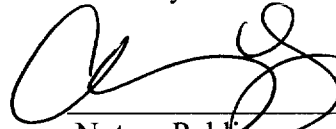
Approved as to sufficiency this 21 day of July, 2009
By: [Signature] City Manager / City Engineer

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

ACKNOWLEDGEMENT OF SURETY

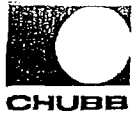
STATE OF Connecticut
COUNTY OF Hartford

On this 6th Day of July 2009, before me personally came **Stacy Rivera**, to me known, who, by me duly sworn, did depose and say that she is the attorney-in-fact **Federal Insurance Company**, that she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that she signed her name thereto by like order.



Notary Public

AIZA LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2013



Chubb
Surety

POWER
OF
ATTORNEY

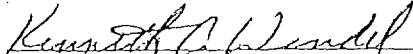
Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company


Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jeannette Porrini and Stacy Rivera of Farmington, Connecticut-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

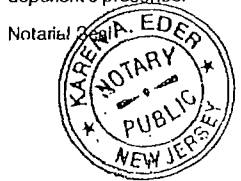
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 4th day of October, 2005


Kenneth C. Wendel, Assistant Secretary

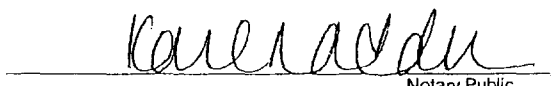

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 4th day of October, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

7/6/2009




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



City of Long Beach
Department of Financial Management
Division of Procurement
333 W. Ocean Blvd., 7th Floor
Long Beach, California 90802
Attn: Lenore Blueford

Dear Lenore,

I, Joseph A. Sposato authorize Christopher Pattin, Director of Finance to sign the bid bond on behalf of Allstar Fire Equipment.

A handwritten signature in black ink that reads "JA Sposato". The signature is written in a cursive style with a large initial "J" and "S".

Joseph A. Sposato,
President

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

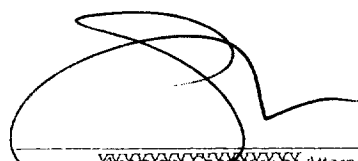
DECEMBER 31, 2008

(in thousands of dollars)

<i>ASSETS</i>	<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>																																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Cash and Short Term Investments.....</td> <td style="width: 20%; text-align: right;">\$ 202,707</td> </tr> <tr> <td>United States Government, State and Municipal Bonds.....</td> <td style="text-align: right;">11,216,158</td> </tr> <tr> <td>Other Bonds.....</td> <td style="text-align: right;">3,719,243</td> </tr> <tr> <td>Stocks.....</td> <td style="text-align: right;">609,081</td> </tr> <tr> <td>Other Invested Assets.....</td> <td style="text-align: right;"><u>1,771,227</u></td> </tr> <tr> <td> TOTAL INVESTMENTS.....</td> <td style="text-align: right;"> <u>17,518,416</u></td> </tr> </table>	Cash and Short Term Investments.....	\$ 202,707	United States Government, State and Municipal Bonds.....	11,216,158	Other Bonds.....	3,719,243	Stocks.....	609,081	Other Invested Assets.....	<u>1,771,227</u>	 TOTAL INVESTMENTS.....	 <u>17,518,416</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Outstanding Losses and Loss Expenses.....</td> <td style="width: 20%; text-align: right;">\$ 11,792,508</td> </tr> <tr> <td>Unearned Premiums.....</td> <td style="text-align: right;">3,522,120</td> </tr> <tr> <td>Reinsurance Premiums Payable.....</td> <td style="text-align: right;">337,760</td> </tr> <tr> <td>Provision for Reinsurance.....</td> <td style="text-align: right;">109,756</td> </tr> <tr> <td>Other Liabilities.....</td> <td style="text-align: right;"><u>958,636</u></td> </tr> <tr> <td> TOTAL LIABILITIES.....</td> <td style="text-align: right;"> <u>16,720,780</u></td> </tr> </table>	Outstanding Losses and Loss Expenses.....	\$ 11,792,508	Unearned Premiums.....	3,522,120	Reinsurance Premiums Payable.....	337,760	Provision for Reinsurance.....	109,756	Other Liabilities.....	<u>958,636</u>	 TOTAL LIABILITIES.....	 <u>16,720,780</u>								
Cash and Short Term Investments.....	\$ 202,707																																
United States Government, State and Municipal Bonds.....	11,216,158																																
Other Bonds.....	3,719,243																																
Stocks.....	609,081																																
Other Invested Assets.....	<u>1,771,227</u>																																
 TOTAL INVESTMENTS.....	 <u>17,518,416</u>																																
Outstanding Losses and Loss Expenses.....	\$ 11,792,508																																
Unearned Premiums.....	3,522,120																																
Reinsurance Premiums Payable.....	337,760																																
Provision for Reinsurance.....	109,756																																
Other Liabilities.....	<u>958,636</u>																																
 TOTAL LIABILITIES.....	 <u>16,720,780</u>																																
<p>Investments in Affiliates:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Chubb Investment Holdings, Inc.....</td> <td style="width: 20%; text-align: right;">2,642,766</td> </tr> <tr> <td>Pacific Indemnity Company.....</td> <td style="text-align: right;">1,831,737</td> </tr> <tr> <td>Chubb Insurance Investment Holdings Ltd. ...</td> <td style="text-align: right;">1,227,650</td> </tr> <tr> <td>Executive Risk Indemnity Inc.....</td> <td style="text-align: right;">921,728</td> </tr> <tr> <td>CC Canada Holdings Ltd.....</td> <td style="text-align: right;">583,643</td> </tr> <tr> <td>Great Northern Insurance Company.....</td> <td style="text-align: right;">385,875</td> </tr> <tr> <td>Chubb European Investment Holdings SLP.....</td> <td style="text-align: right;">239,173</td> </tr> <tr> <td>Chubb Insurance Company of Australia ...</td> <td style="text-align: right;">224,157</td> </tr> <tr> <td>Vigilant Insurance Company.....</td> <td style="text-align: right;">152,634</td> </tr> <tr> <td>Other Affiliates.....</td> <td style="text-align: right;">307,470</td> </tr> <tr> <td>Premiums Receivable.....</td> <td style="text-align: right;">1,498,855</td> </tr> <tr> <td>Other Assets.....</td> <td style="text-align: right;"><u>1,322,485</u></td> </tr> </table>	Chubb Investment Holdings, Inc.....	2,642,766	Pacific Indemnity Company.....	1,831,737	Chubb Insurance Investment Holdings Ltd. ...	1,227,650	Executive Risk Indemnity Inc.....	921,728	CC Canada Holdings Ltd.....	583,643	Great Northern Insurance Company.....	385,875	Chubb European Investment Holdings SLP.....	239,173	Chubb Insurance Company of Australia ...	224,157	Vigilant Insurance Company.....	152,634	Other Affiliates.....	307,470	Premiums Receivable.....	1,498,855	Other Assets.....	<u>1,322,485</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Capital Stock.....</td> <td style="width: 20%; text-align: right;">20,980</td> </tr> <tr> <td>Paid-In Surplus.....</td> <td style="text-align: right;">3,106,809</td> </tr> <tr> <td>Unassigned Funds.....</td> <td style="text-align: right;"><u>9,008,020</u></td> </tr> <tr> <td> SURPLUS TO POLICYHOLDERS.....</td> <td style="text-align: right;"> <u>12,135,809</u></td> </tr> </table>	Capital Stock.....	20,980	Paid-In Surplus.....	3,106,809	Unassigned Funds.....	<u>9,008,020</u>	 SURPLUS TO POLICYHOLDERS.....	 <u>12,135,809</u>
Chubb Investment Holdings, Inc.....	2,642,766																																
Pacific Indemnity Company.....	1,831,737																																
Chubb Insurance Investment Holdings Ltd. ...	1,227,650																																
Executive Risk Indemnity Inc.....	921,728																																
CC Canada Holdings Ltd.....	583,643																																
Great Northern Insurance Company.....	385,875																																
Chubb European Investment Holdings SLP.....	239,173																																
Chubb Insurance Company of Australia ...	224,157																																
Vigilant Insurance Company.....	152,634																																
Other Affiliates.....	307,470																																
Premiums Receivable.....	1,498,855																																
Other Assets.....	<u>1,322,485</u>																																
Capital Stock.....	20,980																																
Paid-In Surplus.....	3,106,809																																
Unassigned Funds.....	<u>9,008,020</u>																																
 SURPLUS TO POLICYHOLDERS.....	 <u>12,135,809</u>																																
<p>TOTAL ADMITTED ASSETS..... <u>\$ 28,856,589</u></p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....</td> <td style="width: 20%; text-align: right;">\$ <u>28,856,589</u></td> </tr> </table>	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	\$ <u>28,856,589</u>																														
TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	\$ <u>28,856,589</u>																																

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$479,627,974 are deposited with government authorities as required by law.

A CORRECT STATEMENT:



~~XXXXXXXXXXXX~~ Attorney-in-Fact
STACY RIVERA

BID SECTION

The following table is not all-inclusive. It is used for bid comparison only. Long Beach Fire Department may choose to purchase other assemblies and components.

	Item	Cost
a.	Testing unit cost per apparatus	\$ <u>24.25</u>
b.	Testing unit cost per second stage regulator	\$ <u>14.15</u>
c.	Testing unit cost per Supplied Air Breathing Apparatus (SABA)	\$ <u>25.25</u>
d.	Upgrade cost per apparatus	\$ <u>1348.00</u>
e.	Upgrade cost per second stage regulator and mask	\$ <u>25.45</u>
f.	Hourly cost for non warranty maintenance	\$ <u>55.00</u> /Hour
g.	Unit cost per new apparatus (Scott Air-Pak NxG7™)	\$ <u>2651.00</u>
h.	Unit cost per new second stage regulator	\$ <u>409.00</u>
i.	Scott - p/n 804721-01 / Cylinder, 4500 psig, 30 Minute Cylinder & Valve Assemblies	\$ <u>310.00</u>
j.	Scott - p/n 804722-01 / Cylinder, 4500 psig, 45 Minute Cylinder & Valve Assemblies	\$ <u>410.00</u>
k.	Scott - p/n 804723-01 / Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>457.30</u>
l.	Scott - p/n 200128-01* / NXG Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>310.00</u>
m.	Scott - p/n 200129-01* / NXG Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>410.00</u>
n.	Scott - p/n 200130-01* / NXG Cylinder, 4500 psig, 60 Minute Cylinder & Valve Assemblies	\$ <u>457.30</u>
o.	Scott - p/n 805773-71 / AV3000, Face piece, EPDM Rubber Face seal, Size Small with Small Grey Nose cup	\$ <u>89.20</u>
p.	Scott - p/n 805773-72 / AV3000, Face piece, EPDM Rubber Face seal, Size Medium with Medium Grey Nose cup	\$ <u>89.20</u>
q.	Scott - p/n 805773-73 / AV3000, Face piece, EPDM Rubber Face seal, Size Large with Large Grey Nose cup	\$ <u>89.20</u>
r.	Scott - p/n 804191-71 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size Small	\$ <u>89.20</u>
s.	Scott - p/n 804191-72 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size Large	\$ <u>89.20</u>

Item		Cost
t.	Scott - p/n 804191-73 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size X-Large	\$ <u>89.20</u>
u.	Scott - p/n 804191-74 / AV-2000, CBRN, Face piece with Kevlar Head Harness with EPDM Rubber Face seal, Grey Nose cup, Size Comfort Seal	\$ <u>89.20</u>
v.	Scott - p/n 200260-01 / EPIC Voice Amplifier Assembly	\$ <u>158.10</u>
w.	Scott - p/n 200715-01 / Clamp, for EPIC Voice Amp, and AV3000 Right Side Only	\$ <u>No Charge</u>
x.	Scott - p/n 200716-01 / Clamp, for EPIC Voice Amp, and AV2000 Right Side Only	\$ <u>No Charge</u>
y.	Total cost for testing and upgrade for five hundred (500) apparatus and six hundred (600) second stage regulators.*	\$ <u>694,615.00</u>
z.	A written estimate on time to completion for five hundred (500) apparatus in addition to six hundred (600) second stage regulators and masks.*	<u>14 - 20</u> Days

* These quantities are non-binding and used for bid comparisons only. Utilization and compensation will be based on the specific number of units actually upgraded, tested, maintained or purchased and the needs of Long Beach Fire Department during the duration of the contract.