

BID NUMBER PA-01911

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



INVITATION TO BID

SAFETY FOOTWEAR

CONTRACT NO. 32182

- 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: SANTA ANA CA ON THE 4<sup>th</sup> DAY OF April, 20 11  
CITY STATE MONTH

COMPANY NAME: INDUSTRIAL SAFETY SHOE CO. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1421 E. 1<sup>ST</sup> ST. CITY: SANTA ANA STATE: CA ZIP: 92701

PHONE: 714-796-1976 FAX: 714-796-1975

SI [Signature] PRESIDENT  
(SIGNATURE) (TITLE)

Charles W Cummings charlicc@inoshoes.com  
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] VICE-PRESIDENT / CFO  
(SIGNATURE) (TITLE)

Pam Cummings pamc@inoshoes.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] 6/20/11  
Director of Financial Management Date

APPROVED AS TO FORM 6-20, 2011.  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER PA-01911**

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

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

Legal Form of Bidder:

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

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

**OPTIONAL**

Ethnic (Check one):

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

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

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

Is the firm certified as a Disadvantaged Business:  Yes  No

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

Yes  No

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

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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

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

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

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

**WITNESS** my hand and official seal.

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

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

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

### DESCRIPTION OF ATTACHED DOCUMENT

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

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

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

### 2. EXAMINATION OF BID:

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

### 3. CONDITIONS OF WORK:

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

### 4. DISCREPANCIES IN BID DOCUMENTS:

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

### 5. ORAL STATEMENTS:

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

### 6. BRAND NAMES AND SPECIFICATIONS:

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

### 7. AWARD:

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

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

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

### 8. PAYMENT:

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

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

### 9. SAFETY APPROVAL:

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

### 10. BUSINESS LICENSE:

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

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

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

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

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

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

**SUBCONTRACTORS**

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

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

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
*N/A*

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:** Thursday, April 7, 2011  
**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>Regina Benavides</u>	<u>562-570-6164</u>
BUYER	TELEPHONE NUMBER
  
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
 

<u>Regina Benavides</u>	<u>562-570-6164</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     ✓                        NO           

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

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

## CONTRACT – GENERAL CONDITIONS

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

## CONTRACT – GENERAL CONDITIONS

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

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



## CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact 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.

## CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

- D. 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

**SPECIAL CONDITIONS**

**CONTRACT PERIOD**

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

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

**BASIS OF AWARD**

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

**DELIVERY/SHIPPING (SPECIAL) INSTRUCTIONS**

The Contractor shall be available during normal business hours, Monday through Friday, for delivery and/or will call. During the term of the Contract, many purchases will be considered an emergency; therefore, "Will Call" provisions and/or Overnight/Next Day Delivery must be provided by the Contractor.

What are your normal business hours? 8 a.m. - 6 p.m.

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

**SAFETY FOOTWEAR LOCATION**

The Contractor shall have a distribution center.

Address of the nearest distribution center or store:

313 W. ANAHEIM ST. WILMINGTON, CA. 90744

**ADEQUATE STOCK**

The Contractor shall maintain adequate stock for timely deliveries and for emergency and fill-in orders, as needed by the City. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

## **SPECIAL CONDITIONS**

### **MINIMUM ORDERS**

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

### **ALTERNATES OR EXCEPTIONS**

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function, and quality required. **If quoting an “equal” item, Bidder shall submit all data supporting its claim that material or equipment is an “equal” at the time of the bid submission.** Failure to provide the supporting data may disqualify bid.

The phrase “or approved equal” means that the City Purchasing Agent or his designee shall make the determination, in his sole discretion, whether or not material 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.

Bidders 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. Bidders further acknowledge and agree that the City’s approval of an “approved equal” product does not relieve the Contractor from its duty to meet the functional and performance requirements in the Specifications so that the Contractor may ultimately be required to replace the “approved equal” product with the 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, Bidder accepts these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

### **MISCELLANEOUS ITEMS**

Miscellaneous items may be procured in an amount not to exceed \$500 per order. No additional items shall be purchased without the authorization of the City.

## **SPECIAL CONDITIONS**

### **DEFAULT BY CONTRACTOR/TERMINATION**

The City may terminate this Contract if the Contractor is not diligently complying in good faith, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City do to so.

### **SUBCONTRACTING**

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

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

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

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to providing materials and during the entire time that materials are being provided under the Contract. All licenses shall be secured by the Contractor or subcontractor at the Contractor's or subcontractor's own expense.

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

### **VALIDITY**

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

## **SPECIAL CONDITIONS**

### **COMPLIANCE WITH LAWS**

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder and Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the Contract, or which may become effective before expiration of the Contract, the Contractor shall report the same in writing to the City.

### **WAIVER**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

## SPECIAL CONDITIONS

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

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

### METHOD OF BILLING

The Contractor shall submit an original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative(s) of a facility or sections of facilities. Said invoice shall include all required certifications and reports as specified herein. Billing invoice shall include purchase order number and department or bureau name. The City will not make the monthly payments until it has received and approved such invoices. The Contractor shall mail monthly original invoices to:

**City of Long Beach, Accounts Payable  
333 West Ocean Blvd., 6<sup>th</sup> Floor  
Long Beach, CA 90802**

### PURCHASING CARD

Will authorized City personnel be allowed to use the City of Long Beach Purchasing Card (commercial bank credit card) in lieu of Blanket Purchase Order (BPO) releases (Purchase Orders) if the City determines it to be more feasible?

YES  NO

### PRICING

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. **No price increases will be allowed during the first twelve (12) months of the Contract.**

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted must exclude State and City sales tax, and Federal excise tax.

## **SPECIFICATIONS**

### **SCOPE OF SERVICE**

#### Furnish and Deliver Safety Footwear

In order to comply with Title 8, California Code of Regulations, Section 3385, Foot Protection, the City of Long Beach is seeking a supplier of safety footwear with whom to enter a contract. The Contractor shall provide safety footwear, on an "as needed" basis, to various City departments in accordance with the specifications in the Bid Section.

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



**SPECIFICATIONS**

**COMPLIANCE**

	<u>Yes</u>	<u>No</u>
1. All safety footwear shall meet or exceed the requirements and specifications in the American National Standard Institute (ANSI) for personal protective footwear, ASTM F2412-05 and ASTM F2413-05.	✓	_____
2. All safety footwear shall meet the standard as set forth in California Code of Regulations, Title 8, Section 3385, Foot Protection.	✓	_____
3. All safety footwear shall have the following physical features:	✓	_____
a. Steel-toe strength rating of ASTM F2412-05 and ASTM F2413-05	✓	_____
b. Steel or fiberglass shank	✓	_____
c. Soles shall be non-marking	✓	_____
d. Soles shall be resistant to oil, gas, heat, chemicals, metal, chips, and abrasions	✓	_____
e. Soles shall offer a high degree of durability, traction, and comfort.	✓	_____
f. Non-separating soles from body of shoe	✓	_____
g. Electrical hazard (EH) protection (only on shoes worn for electrical hazard safety).	_____	_____
	<i>SEE ATTACHMENT # 1</i>	
4. All safety footwear shall be manufactured and constructed in the United States.	✓	_____
5. All Safety footwear size range for women and men shall be from 5 to 16, and widths from AA to EEEE	✓	_____
6. Contractor is qualified to perform proper safety footwear sizing and fitting for normal and unevenly sized feet. Contractor shall ensure that City employees are satisfied with the fit of the safety footwear selected.	✓	_____
7. Contractor shall provide resole and repair service. If resoling and repairs cannot be performed on the same day, such work shall be performed and footwear be returned within five (5) working days.	✓	_____
8. Contractor has a mobile service facility the mobile service facility shall provide on-site safety footwear selection, fitting, and sizing on a quarterly basis to City Departments during normal business hours at no cost to the City.	✓	_____
9. Contractor warrants all safety footwear against manufacturer's defects for a minimum of one hundred eighty (180) days after delivery.	✓	_____
10. Contractor maintains a computerized tracking system to provide to City a quarterly report containing, at a minimum, employee name, department/division, shoe description, and style number for each purchase. The report shall be provided in hard copy and electronic file format (preferably spreadsheet).	✓	_____

BID SECTION      **A**

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

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SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

The city is not limited to the purchase of the following items. Items listed are a sample of what may be purchased most frequently. Preferred band is Red Wing or Hy-Test.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	<b>MEN'S</b>	
1.	Oxford Work, one piece black cowhide; lined leather quarter, twill lined vamp; sweat resistant leather with arch lift insoles; cushion crepe wedge sole; steel toe Make and Model quoting on <u>WEINBRENNER 804-4760</u>	\$ <u>90</u>
2.	Work, 6" full grain leather; twill lined vamp cushion insole with arch lift/ durable/multi-resistant sole; steel toe and padded collar Make and Model quoting on <u>WEINBRENNER 804-6140</u>	\$ <u>91</u>
3.	Athletic, high-top, black, soft full grain leather, Cambrelle or approved equal brushed lining; cushioned insole; slip resistant sole; steel toe Make and Model quoting on <u>WEINBRENNER 804-6908</u>	\$ <u>90</u>
4.	Work, 8" full leather, water repellent black; Cambrelle or approved equal vamp; cushion insole arch lift; durable/all-around welt construction sole; Ballistic nylon or approved equal scuff proof toe and heel counter; steel toe Make and Model quoting on <u>WEINBRENNER 804-4364</u>	\$ <u>96</u>

BID SECTION

SUMMARY OF BID ITEMS (Continued)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
5.	Work, Pull-on 12" black polishable full grain cowhide; vamp lining; durable insole with arch lift; oil resistant sole and heel; steel toe Make and Model quoting on <u>Weinbrenner 804-4580</u>	\$ <u>99</u>
<b>WOMEN'S</b>		
6.	Work, 6" full grain, oil tanned, water repellent leather, vamp lining; durable insole with arch lift; durable/multi-resistant sole Make and Model quoting on <u>Weinbrenner 504-4426</u>	\$ <u>97</u>
7.	Oxford Work, black, full grain, supple cowhide leather; Cambrelle or approved equal lining; cushion insole with arch lift; durable/multi-resistant sole; steel toe Make and Model quoting on <u>Weinbrenner 504-4406</u>	\$ <u>90</u>
<b>RESOLE/REPAIR</b>		
8.	State cost per pair to resole Men's and/or Women's safety footwear. Resole cost shall include heels Make and Model quoting on <u>Any Style</u>	\$ <u>Ø FREE *</u> \$ <u>Ø</u>
<b>OVERNIGHT/NEXT DAY DELIVERY CHARGE</b>		
9.	State cost for overnight/next day delivery	\$ <u>Ø FREE *</u>

\* SEE TOTAL SATISFACTION GUARANTEE

**BID SECTION**

**SUMMARY OF BID ITEMS (CONTINUED)**

The Contractor shall furnish additional safety footwear and miscellaneous items as listed in the current manufacturer's catalogs and/or price lists.

State percentage discount given to the City: 26 %

Price List No. CITY OF LONG BEACH Dated 2011

Applicable Price Column: ALL (enclose copy)

DELIVERY: 1 days after receipt of order (if time shown is more than five (5) working days after receipt of order, the bid may be rejected).

DELIVERY: 1 days after receipt of order (if time shown is more than ten (10) working days after receipt of order for "special order" items, the bid may be rejected).

PAYMENT TERMS: NET 60

WARRANTY: Manufacturer's Defects and Workmanship 365 days (minimum of one hundred eighty (180) days after delivery).

## ATTACHMENT #1

Industrial Shoe Company is submitting two separate bids to the City of Long Beach. We are doing so to adhere to Specification/Compliance Spec. #4, requiring all footwear to be manufactured and constructed in the United States.

Our Bid "A" is manufactured and constructed in the United States.

Our Bid "B" is quality footwear manufactured offshore, in turn, allowing us to offer lower prices.

Industrial Shoe Company is confident that either bid will fulfill the City of Long Beach requirements.

## COMPANY OVERVIEW

Industrial Shoe Company is the largest occupational footwear distributor in the Western United States.

We operate 8 stores in Southern California, Arizona and Southern Nevada, as well as 10 mobile shoe stores or "shoemobiles" for on-site service. Our retail center at 313 E. Anaheim in Wilmington is our closest convenient location for City of Long Beach employees.

We are an independent, locally owned company operating in Southern California since 1959. Being an independent distributor allows us to carry a variety of brands such as HyTest, Wolverine, Caterpillar, Harley Davidson, Red Wing, Carolina, Timberland, Dr. Martens, Skechers, Florsheim...honestly, the list could go on and on.

Industrial Shoe Company is the only company that can offer Redwing and the exclusive Wolverine Footwear Network selections. No other company can come close to offering a selection of safety footwear like we can.

We consider ourselves occupational footwear specialists with our top staff members averaging over 29 years in the business, most of us working as shoemobile drivers/salesmen on our way up in the organization.

Charlie Cummings, the owner, is a Board member of the ASTM footwear committee that took over the footwear specifications from ANSI several years ago and has been with Industrial Shoe Company for 34 years.

Richard Flood, our general manager, started with Pittsburgh HyTest in 1977 and has been with Industrial Shoe Company for 31 years.

Rick Saleh, our merchandise manager, drove shoemobiles for Knapp in the South in late 1979 and has been with Industrial Shoe Company now for 22 years. This kind of experience is valuable to both Industrial Shoe Company and its customers.

Reference details are available but some of our key accounts include LADWP, Imperial Irrigation District, Chevron El Segundo Refinery, Raytheon, UCLA, LAMTA, PMA Longshoremen, MWD and many others.

Industrial Shoe Company has worked closely with the Safety/Risk Management department for many years. We have also continued to solicit information from all City employees to allow us to fine tune our services.

We are confident that our organization with its personnel, product, service locations and vehicles has no equal and is well positioned to handle the needs of the City of Long Beach.

Along with our proposed prices and discounts, Industrial Shoe Company is proud to offer our Customer Care "Total Satisfaction Guarantee". (Copy attached).

Industrial Shoe Company understands and agrees to all general conditions, special conditions and will meet all specifications.

# **INDUSTRIAL SHOE COMPANY**

## **Customer Care Total Satisfaction Guarantee**

- ▶ **1 YEAR GUARANTEE**
- ▶ **30 DAY COMFORT GUARANTEE**
- ▶ **FREE BOOT REPAIRS**
- ▶ **FREE WATERPROOFING IN OUR STORES**
- ▶ **FREE OVERNIGHT SHIPPING**
- ▶ **FREE SCHEDULED CONSULTATION WITH OUR CERTIFIED PEDORTHIST**
- ▶ **FREE PROFESSIONAL SAFETY FOOTWEAR FITTING**
- ▶ **JOB FITTED FOOTWEAR-WE WILL RECOMMEND THE PROPER SHOE FOR THE JOB**
- ▶ **24/7 ACCOUNT MANAGER FOR THE CITY OF LONG BEACH**



# INDUSTRIAL SHOE COMPANY

"America's Leader in Occupational Footwear"

Corporate Office/Store:	1421 E. 1st St., Santa Ana, CA 92701	(714) 796-1976	FAX (714) 796-1975
Branch Stores:	2424 E. Slauson, Huntington Park CA 90255	(323) 587-0293	FAX (323) 587-5706
	21330 E. Valley Blvd, Walnut, CA 91789	(909) 594-1203	FAX (909) 468-0068
	7933 Clairemont Mesa Blvd., San Diego, CA 92111	(858) 277-9060	FAX (858) 277-9099
	313 W. Anaheim St., Wilmington, CA 90744	(310) 549-6469	FAX (310) 549-8947
Web Address:	<a href="http://www.industrialshoecompany.com">www.industrialshoecompany.com</a>		
E-Mail Address:	<a href="mailto:info@indshoes.com">info@indshoes.com</a>		

## Industrial Shoe of Arizona

District Office/Store:	835 W. 22nd Street Ste 108, Tempe, AZ 85282	(480) 968-7601	FAX (480) 968-0248
Branch Store:	3392 E. 22nd St., Tucson, AZ 85713	(520) 795-4600	FAX (520) 795-1291

## Shoeworks of Nevada

Branch Store:	3620 W. Sahara Ave., W-8, Las Vegas, NV 89102	(702) 221-2787	FAX (702) 227-5988
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## GUARDSMAN & FOOHOLDS

50200	\$50.00	53045	\$50.00	62010	\$80.00	66205	\$70.00	66360	\$40.00
50390	\$35.00	53055	\$90.00	66010	\$80.00	66260	\$40.00	66361	\$40.00
50391	\$35.00	53390	\$65.00	66025	\$80.00	66261	\$40.00		
52100	\$38.00	53391	\$65.00	66090	\$80.00	66270	\$40.00		

## HYTEST

00507	\$127.00	11116	\$99.00	12481	\$149.00	14430	\$80.00	17211	\$109.00
00510	\$127.00	11160	\$88.00	13150	\$135.00	14480	\$80.00	17370	\$135.00
04055	\$199.00	11162	\$88.00	13151	\$135.00	14481	\$159.00	20170	\$135.00
04065	\$175.00	11171	\$136.00	13160	\$125.00	14611	\$139.00	20171	\$135.00
05040	\$125.00	11181	\$106.00	13161	\$125.00	14860	\$149.00	23011	\$199.00
08144	\$199.00	11230	\$105.00	13180	\$120.00	14870	\$159.00	23085	\$185.00
08772	\$199.00	11231	\$105.00	13181	\$120.00	15201	\$159.00	23086	\$185.00
08773	\$199.00	11240	\$99.00	13201	\$135.00	15262	\$149.00	23151	\$165.00
08774	\$199.00	11241	\$99.00	13220	\$120.00	15271	\$159.00	23170	\$150.00
08775	\$199.00	11311	\$122.00	13240	\$155.00	15340	\$99.00	23171	\$150.00
08776	\$199.00	11350	\$82.00	13262	\$133.00	15351	\$99.00	23172	\$150.00
08777	\$199.00	11351	\$82.00	13270	\$149.00	15440	\$65.00	23220	\$159.00
08779	\$199.00	11352	\$82.00	13330	\$139.00	15442	\$65.00	23221	\$159.00
08971	\$191.00	11880	\$99.00	13331	\$139.00	15481	\$99.00	24026	\$199.00
08972	\$191.00	12041	\$139.00	13370	\$142.00	15762	\$170.00	24151	\$189.00
10071	\$126.00	12046	\$139.00	13371	\$142.00	16140	\$118.00	24170	\$159.00
10140	\$129.00	12071	\$135.00	13410	\$139.00	16141	\$118.00	24171	\$159.00
10141	\$129.00	12100	\$129.00	13420	\$129.00	16150	\$118.00	24221	\$179.00
10150	\$129.00	12101	\$129.00	13421	\$129.00	16151	\$118.00	25026	\$199.00
10151	\$129.00	12111	\$139.00	13470	\$99.00	16160	\$124.00	25170	\$179.00
10241	\$130.00	12131	\$149.00	13610	\$129.00	16410	\$119.00	25171	\$179.00
10250	\$134.00	12150	\$89.00	13611	\$129.00	16610	\$119.00	25172	\$179.00
10310	\$130.00	12151	\$89.00	13700	\$129.00	16650	\$99.00	27170	\$149.00
10311	\$130.00	12152	\$89.00	13701	\$129.00	17105	\$65.00	27171	\$149.00
10320	\$130.00	12170	\$129.00	13772	\$139.00	17106	\$65.00	27321	\$159.00
10321	\$130.00	12191	\$129.00	13810	\$139.00	17110	\$105.00	30046	\$146.00
10420	\$116.00	12200	\$135.00	13820	\$139.00	17116	\$99.00	30065	\$149.00
10421	\$116.00	12202	\$135.00	13850	\$139.00	17130	\$129.00	30221	\$125.00
10431	\$131.00	12230	\$135.00	13860	\$139.00	17131	\$129.00	30231	\$125.00
10700	\$120.00	12231	\$135.00	13890	\$145.00	17140	\$129.00	30240	\$125.00
10701	\$120.00	12271	\$80.00	14240	\$169.00	17141	\$129.00		
10710	\$120.00	12350	\$39.00	14262	\$99.00	17150	\$129.00		
10711	\$120.00	12351	\$39.00	14270	\$99.00	17151	\$129.00		
10800	\$125.00	12352	\$39.00	14361	\$99.00	17170	\$99.00		
11100	\$82.00	12430	\$80.00	14420	\$59.00	17191	\$109.00		
11101	\$82.00	12480	\$149.00	14421	\$59.00	17210	\$109.00		

**BATES**

E02261	\$99.00	E02272	\$171.00	E02366	\$189.00	E03140	\$139.00
E02262	\$99.00	E02276	\$139.00	E02700	\$99.00	E03360	\$115.00
E02263	\$115.00	E02320	\$125.00	E02720	\$125.00	E03381	\$123.00
E02264	\$115.00	E02326	\$119.00	E02762	\$99.00	E03781	\$123.00
E02266	\$139.00	E02344	\$129.00	E02766	\$139.00		
E02268	\$159.00	E02346	\$129.00	E02788	\$159.00		

**CATERPILLAR**

70042	\$99.00	89135	\$99.00	89586	\$109.00	89772	\$119.00
70043	\$99.00	89162	\$99.00	89597	\$125.00	89785	\$149.00
713209	\$159.00	89359	\$139.00	89620	\$119.00	89817	\$99.00
71560	\$99.00	89366	\$145.00	89660	\$105.00	89882	\$149.00
72365	\$99.00	89369	\$145.00	89674	\$122.00	89940	\$149.00
72593	\$99.00	89370	\$139.00	89701	\$119.00	89955	\$108.00
73270	\$99.00	89446	\$109.00	89702	\$99.00	89957	\$108.00
73380	\$99.00	89495	\$129.00	89703	\$99.00	89965	\$119.00
89021	\$139.00	89516	\$119.00	89725	\$139.00	89983	\$122.00
89025	\$135.00	89556	\$155.00	89733	\$109.00	90000	\$87.00

**HARLEY- DAVIDSON**

81048	\$129.00	91137	\$161.00	91652	\$141.00	94104	\$139.00
81615	\$129.00	91144	\$119.00	93027	\$105.00	94377	\$139.00
91013	\$129.00	91231	\$159.00	93104	\$99.00	95226	\$142.00
91035	\$141.00	91630	\$135.00	94049	\$119.00	95352	\$82.00

**MERRELL**

66328	\$85.00	66370	\$99.00	66384	\$99.00	99805	\$99.00
66330	\$85.00	66371	\$99.00	66385	\$99.00	99807	\$99.00
66369	\$99.00	66372	\$99.00	66386	\$99.00	99808	\$99.00

**WOLVERINE**

1110	\$149.00	2349	\$159.00	2626	\$114.00	4713	\$113.00
1123	\$131.00	2350	\$159.00	2628	\$110.00	4714	\$113.00
1124	\$145.00	2353	\$169.00	2846	\$109.00	4735	\$114.00
1655	\$199.00	2357	\$169.00	3120	\$179.00	4736	\$114.00
1664	\$199.00	2360	\$189.00	3121	\$179.00	4820	\$169.00
1671	\$199.00	2362	\$146.00	3122	\$169.00	4826	\$179.00
2055	\$131.00	2363	\$146.00	3123	\$169.00	4902	\$117.00
2056	\$131.00	2372	\$129.00	3124	\$199.00	4999	\$129.00
2060	\$139.00	2373	\$129.00	3311	\$169.00	5000	\$129.00
2066	\$139.00	2376	\$139.00	3719	\$139.00	5094	\$139.00
2068	\$139.00	2377	\$139.00	3778	\$199.00	5679	\$149.00
2070	\$149.00	2380	\$149.00	3779	\$199.00	5680	\$159.00
2074	\$98.00	2381	\$149.00	4013	\$139.00	5683	\$149.00
2077	\$149.00	2410	\$149.00	4014	\$139.00	5684	\$149.00
2094	\$129.00	2419	\$159.00	4349	\$115.00	6654	\$99.00
2095	\$129.00	2423	\$139.00	4411	\$159.00	6681	\$139.00
2193	\$99.00	2427	\$169.00	4422	\$130.00	6683	\$139.00
2194	\$99.00	2563	\$178.00	4451	\$129.00	8288	\$120.00
2210	\$109.00	2564	\$189.00	4452	\$129.00	8289	\$135.00
2220	\$99.00	2565	\$188.00	4624	\$110.00	8377	\$149.00
2292	\$144.00	2566	\$199.00	4625	\$110.00	8404	\$119.00
2293	\$144.00	2573	\$199.00	4661	\$139.00	97191	\$190.00
2294	\$153.00	2574	\$198.00	4675	\$119.00		
2300	\$99.00	2603	\$159.00	4696	\$149.00		
2302	\$99.00	2625	\$114.00	4707	\$145.00		

# INDUSTRIAL SHOE COMPANY

## "America's Leader in Occupational Footwear"

Corporate Office/Store: 1421 E. 1st St., Santa Ana, CA 92701 (714) 796-1976 FAX (714) 796-1975  
 Branch Stores: 2424 E. Slauson, Huntington Park CA 90255 (323) 587-0293 FAX (323) 587-5706  
 21330 E. Valley Blvd, Walnut, CA 91789 (909) 594-1203 FAX (909) 468-0068  
 7933 Clairemont Mesa Blvd., San Diego, CA 92111 (858) 277-9060 FAX (858) 277-9099  
 313 W. Anaheim St., Wilmington, CA 90744 (310) 549-6469 FAX (310) 549-8947

Web Address: [www.industrialshoecompany.com](http://www.industrialshoecompany.com)  
 E-Mail Address: [info@indshoes.com](mailto:info@indshoes.com)

### Industrial Shoe of Arizona

District Office/Store: 835 W. 22nd Street Ste 108, Tempe, AZ 85282 (480) 968-7601 FAX (480) 968-0248  
 Branch Store: 3392 E. 22nd St., Tucson, AZ 85713 (520) 795-4600 FAX (520) 795-1291

### Shoeworks of Nevada

Branch Store: 3620 W. Sahara Ave., W-8, Las Vegas, NV 89102 (702) 221-2787 FAX (702) 227-5988

### RUCKS

R5001 \$89.00 R5006 \$89.00 R5015 \$95.00 R5020 \$89.00 R5025 \$89.00

### CONVERSE

C105	\$99.00	C444	\$119.00	C893	\$136.00	C1930	\$88.00	C4441	\$122.00	C6750	\$113.00
C110	\$68.00	C445	\$106.00	C894	\$142.00	C1940	\$98.00	C4444	\$119.00	C6755	\$129.00
C112	\$68.00	C446	\$106.00	C895	\$83.00	C1941	\$94.00	C4488	\$144.00	C6765	\$146.00
C117	\$68.00	C447	\$96.00	C899	\$142.00	C1945	\$98.00	C4490	\$132.00	C6766	\$129.00
C118	\$68.00	C448	\$96.00	C940	\$98.00	C1946	\$94.00	C4500	\$90.00	C6770	\$133.00
C124	\$76.00	C449	\$132.00	C941	\$94.00	C1970	\$88.00	C4505	\$90.00	C6775	\$133.00
C170	\$72.00	C455	\$119.00	C945	\$98.00	C1975	\$88.00	C4555	\$119.00	C6780	\$145.00
C182	\$78.00	C459	\$109.00	C946	\$94.00	C1980	\$83.00	C4600	\$94.00	C6785	\$145.00
C186	\$78.00	C485	\$92.00	R965	\$135.00	C1985	\$83.00	C4605	\$94.00	C6880	\$156.00
C191	\$78.00	C489	\$109.00	C990	\$87.00	C1990	\$87.00	C4666	\$119.00	C6900	\$157.00
C192	\$78.00	C498	\$134.00	C1050	\$97.00	C3115	\$69.00	C4777	\$119.00	C6995	\$160.00
C193	\$78.00	C500	\$90.00	C1100	\$68.00	C3155	\$72.00	C4805	\$91.00	C7755	\$121.00
C195	\$78.00	C505	\$90.00	C1120	\$68.00	C3288	\$149.00	C4880	\$108.00	C8674	\$124.00
C197	\$78.00	C605	\$73.00	C1170	\$68.00	C3355	\$95.00	C4885	\$108.00	C8694	\$126.00
C311	\$69.00	C655	\$130.00	C1180	\$68.00	C3555	\$99.00	C4890	\$109.00	C8874	\$140.00
C315	\$72.00	C750	\$113.00	C1240	\$76.00	C3705	\$104.00	C4895	\$109.00	C8893	\$136.00
C328	\$149.00	C755	\$121.00	C1605	\$73.00	C3755	\$108.00	C4896	\$99.00	C8894	\$142.00
C335	\$95.00	C765	\$146.00	C1750	\$93.00	C4177	\$138.00	C4897	\$99.00	C8990	\$142.00
C355	\$99.00	C864	\$124.00	C1755	\$93.00	C4275	\$132.00	C4898	\$99.00	C8991	\$140.00
C417	\$138.00	C874	\$139.00	C1760	\$98.00	C4327	\$146.00	C4900	\$122.00	R9650	\$135.00
C437	\$146.00	C880	\$108.00	C1820	\$78.00	C4333	\$136.00	C4950	\$122.00	C9894	\$144.00
C438	\$144.00	C885	\$108.00	C1860	\$78.00	C4375	\$134.00	C4985	\$134.00		
C440	\$132.00	C890	\$83.00	C1910	\$88.00	C4388	\$144.00	C5100	\$79.00		
C441	\$122.00	C891	\$139.00	C1920	\$88.00	C4440	\$132.00	C5150	\$79.00		

### FLORSHEIM

FE244	\$132.00	FE690	\$139.00	FE2440	\$132.00	FS200	\$107.00	FS246	\$116.00	FS2700	\$110.00
FE665	\$159.00	FE845	\$199.00	FE2710	\$110.00	FS205	\$107.00	FS2400	\$127.00	FS2705	\$110.00
FE675	\$159.00	FE860	\$110.00	FE2735	\$110.00	FS240	\$114.00	FS2405	\$127.00	FS2716	\$110.00
FE680	\$99.00	FE865	\$110.00	FS20	\$107.00	FS243	\$111.00	FS2416	\$125.00	FS2740	\$110.00
FE685	\$99.00	FE2140	\$122.00	FS25	\$107.00	FS245	\$112.00	FS2430	\$111.00		

### ROCKPORT-WORKS

RK465	\$137.00	RK635	\$136.00	RK6200	\$146.00	RK6523	\$96.00	RK6628	\$136.00	RK6746	\$99.00
RK605	\$92.00	RK663	\$136.00	RK6220	\$149.00	RK6600	\$128.00	RK6630	\$136.00	RK6747	\$99.00
RK608	\$91.00	RK664	\$136.00	RK6225	\$149.00	RK6605	\$134.00	RK6635	\$136.00	RK6748	\$105.00
RK609	\$76.00	RK668	\$136.00	RK6420	\$105.00	RK6610	\$142.00	RK6640	\$136.00	RK6761	\$114.00
RK616	\$99.00	RK0671	\$105.00	RK6465	\$137.00	RK6612	\$142.00	RK6736	\$104.00	RK6762	\$119.00
RK617	\$99.00	RK676	\$99.00	RK6501	\$92.00	RK6614	\$142.00	RK6741	\$115.00	RK6763	\$119.00
RK618	\$99.00	RK6100	\$134.00	RK6522	\$96.00	RK6617	\$142.00	RK6745	\$105.00		

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## DR. MARTENS

0051 \$134.00  
0053 \$114.00  
0071 \$139.00  
0072 \$149.00  
2295 \$149.00

## COFRA

1001 \$149.00  
1200 \$149.00  
74001 \$120.00  
80201 \$120.00  
20211 \$182.00  
20220PR \$163.00  
20220CVO \$163.00  
25250 \$211.00

## SAFA

7110 \$89.00  
75510 \$183.00  
80500 \$193.00  
82281 \$213.00  
1012 \$99.00  
1013 \$99.00  
1030 \$99.00  
9400 \$99.00

## CHIPPEWA

27422 \$235.00

## DANNER

18200 \$420.00

## FALCON

N08260 \$305.00

## MICHELIN

864 \$169.00  
866 \$187.00

## CAROLINA

I905 \$200.00  
CA3520 \$90.00

## REDWOODS

603 \$90.00  
605 \$90.00  
RW600 \$85.00

## ONGUARD

86104 \$42.00  
89682 \$42.00

## KEEN

U602-22 \$211.00  
U602-32 \$211.00  
U802-32 \$220.00

## ALL AMERICAN

AA100 \$210.00  
AA200 \$210.00  
AA410 \$210.00

## CARHARTT

3752 \$139.00  
3904 \$192.00  
3926 \$135.00

## SOUTHWEST

FB100 \$210.00  
FB200 \$210.00  
FB401 \$210.00

## WEINBRENNER/ WORK ONE

E068 \$199.00  
E069 \$199.00  
E078 \$199.00  
S061 \$189.00  
504-4406 \$90.00  
504-4426 \$97.00  
804-4364 \$96.00  
804-4580 \$99.00  
804-4611 \$99.00  
804-4760 \$90.00  
804-4823 \$150.00  
804-6037 \$100.00  
804-6140 \$91.00  
804-6370 \$250.00  
804-6812 \$99.00  
804-6908 \$90.00

## LOWELL

35001 \$112.00  
122401 \$105.00

## WORK ZONE

M612 \$99.00  
N477 \$80.00  
N654 \$86.00  
N677 \$86.00  
N690 \$86.00  
P695 \$99.00  
S422 \$72.00  
S477 \$82.00  
S611 \$88.00  
S612 \$88.00  
S677 \$88.00  
S871 \$90.00

## SKECHERS

4296 \$65.00  
76033 \$70.00  
76083 \$65.00  
76340 \$55.00  
76350 \$89.00  
76356 \$55.00  
76378 \$89.00  
76380 \$60.00  
76409 \$59.00  
76424 \$67.00  
76428 \$95.00  
76431 \$65.00

## TIMBERLAND

26063 \$142.00  
26064 \$142.00  
33031 \$120.00  
47028 \$125.00  
47591 \$163.00  
47592 \$170.00  
72399 \$120.00  
81016 \$120.00  
89612 \$140.00

## DR. SCHOLLS

42381001 \$69.00  
205Z81 \$59.00  
208Z01 \$49.00  
208Z22 \$59.00  
808Z00 \$59.00  
808Z23 \$59.00  
808Z30 \$59.00

# Industrial Shoe Company

1421 E. 1st SANTA ANA, CA 92701

**Shoemobile • Retail • Direct Mail • In Plant Store**

*Mobile Units For In-Plant Service With 70 Styles To Choose From*

Telephone (888) 746-3967

**INDUSTRIAL SHOE COMPANY/RESPONSE "A"**

**RESPONSE TO BID NUMBER PA - 01911**

## **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

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

### **The EBO is applicable to the following employers:**

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

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

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


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

### **Compliance with the EBO**

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

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Innovation Shoe Company Federal Tax ID No.   
Address: 1421 E. 157 St.  
City: SADEANA State: CA ZIP: 92701  
Contact Person: Richard Flood Telephone: 714-796-1976  
Email: Richard.F@INNOVATIONSHOES.COM Fax: 714-796-1975

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

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

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

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Section 4. REQUIRED DOCUMENTATION**

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

**Section 5. CERTIFICATION**

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

Executed this 27 day of JUNE, 2011, at SAN FRANCISCO, CA.

Name Richard Flood Signature [Handwritten Signature]

Title G.M. Federal Tax ID No. [Redacted]



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

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

Printed Name: Richard Flood Title: G.M.

Signature: [Handwritten Signature] Date: 6/27/11

Business Entity Name: INDUSTRIAL SHOE COMPANY