

BID NUMBER PA-02413

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



INVITATION TO BID

CITYWIDE FENCING NEW & REPAIR

33894

CONTRACT NO. PA-02413

- 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: Paramount, CA ON THE 30th DAY OF April, 20 13
CITY STATE MONTH

COMPANY NAME: Quality Fence Co., Inc. TIN: [REDACTED]
(FEDERAL IDENTIFICATION NUMBER)

STREET ADDRESS: 14929 Garfield Ave. CITY: Paramount STATE: CA ZIP: 90723

PHONE: 323/585-8585 562/869-7804

SI [Signature] William Cavanaugh President
(SIGNATURE) (PRINT NAME) (TITLE)

coreybquality@yahoo.com
(EMAIL ADDRESS)

SI [Signature] Frank Tobias Sec/Treasurer
(SIGNATURE) (PRINT NAME) (TITLE)

coreybquality@yahoo.com
(EMAIL ADDRESS)

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

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

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

7/8/15
Date

APPROVED AS TO FORM
Charles Parkin 7-8, 2015
CITY ATTORNEY
[Signature] Deputy

Rev 01.27.10

BID NUMBER PA-02413

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 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 562-570-6200.

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

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(S) OTHER THAN NAMED ABOVE

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

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.

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 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.

The City's purchases of goods and services are based on the

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/dlstr> for such prevailing wages and additional information.

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: - NONE -

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: May 7, 2013

TIME: 11:00 am Pacific Daylight Time (PDT)

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LENORE BLUEFORD (562) 570-5384
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

LENORE BLUEFORD (562) 570-5384
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 charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

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 Juliessa Jose-Murry at 562-570-6869 for assistance with the form.

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

- D. 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.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **382736**

Entity **CORP**

Business Name **QUALITY FENCE CO INC**

Classification(s) **C13 C23 B**

Expiration Date **10/31/2013**

www.cslb.ca.gov



BID SECTION

CONTRACT PERIOD

Twenty-four months after date of award or from 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 (1) year each in accordance with terms and conditions stated herein.

In addition, it is agreed that if the City intends to exercise its extension option for the two additional one year periods, 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. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

BASIS OF AWARD

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

SUBMITTAL INSTRUCTIONS

In lieu of a Mandatory Pre-bid Meeting the Purchasing Division will accept questions and/or comments in writing. For questions regarding this bid, submit all inquiries via email purchasingbids@longbeach.gov by April 18, 2013 no later than 11:00 a.m. Pacific Daylight TIME (PDT). Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than April 24, 2013 by 4:00 p.m. PDT. All bidders are recommended to visit the above mentioned City website on a regular basis as the responses may be posted earlier than the date above.

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

- ✓ • EBO Certification of Compliance Form
- ✓ • Electronic media copy (USB drive, CD or other readable media) containing an Excel spreadsheet with unit pricing and extended pricing formatted as bid spec.
- ✓ • License Information and photocopies
- ✓ • Reference List
 - SBE Commitment Plan Form
- ✓ • Statement of OSHA Compliance
- ✓ • Subcontractor List
- ✓ • W-9 Form

INSURANCE

See page 9 paragraph 30 for requirements

BID SECTION

BOND PROVISIONS

LABOR AND MATERIALS BOND

The Contractor shall submit a Labor and Materials 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 100% of the Contract amount) and shall be submitted within ten (10) 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).

PERFORMANCE BOND

Bidder shall submit a Faithful Performance Bond to the City Purchasing Agent, City Hall, 333 W. Ocean Blvd, 7th floor, Long Beach, CA 90802. The amount of the bond shall be 100% of the Contract amount and shall be submitted within ten (10) days after Notice of Award or receipt of bond forms, whichever is later. Bond shall be submitted on forms received from the City.

Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.

REFERENCES

The Contractor shall furnish, with the bid on a separate sheet, a list of five (5) current customers (including company name, street address, telephone number, and contact person) for whom the Contractor has provided similar service. The City intends to contact these customers to determine reliability, performance, and other information. Failure to include this information may void the bid if the City has no prior experience with the Bidder.

LICENSES AND PERMITS

All permits and licenses necessary to perform fencing installation at Contractor at the Contractor's expense. The Contractor shall pay all taxes assessed against any equipment or property used or required in connection with the performance of concrete grinding and saw cutting sidewalks.

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

BID SECTION

The minimum license requirement for this contract is a C-13 fencing. The undersigned hereby declares that he is a Contractor and has been in business for _____ years; has a valid State of California Contractor's License sufficient to qualify as the Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. _____ 382736 Expires: 10/31/2013
Classification: C13, C23 & B

Other License No. _____ Expires: _____

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

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

PREVAILING WAGE RATES REQUIREMENTS

Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, 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, classification or type of workers needed to perform the Work, and they are on file in the office of the City Engineer, 9th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802, phone (562) 570-6465. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>.

LAWS, ORDINANCES AND REGULATIONS

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 under the Contract.

The Contractor's agents and employees, shall be bound by and comply with all applicable provisions of the California Labor Code and with all Federal, State and local laws related to labor.

BID SECTION

The Contractor shall comply with the provisions of California Government Code Section 4216-4216.9, requiring investigation of possible underground infrastructure prior to commencement of work. For further information, please consult www.digalert.org

WORKING HOURS

Non emergency work shall be performed between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, unless directed otherwise by the City.

The Contractor may be requested to provide such services at any time (24 hours a day, seven days a week).

The Contractor shall work expeditiously and continuously on the project until all work is completed.

Prior to the commencement of any work, the Contractor shall prepare and submit to the City's representative or designee a schedule of working hours for all employees working on City sites.

CONTRACTOR'S REPRESENTATIVE

The Contractor hereby designates William Cavanaugh (Ty) (insert name or title), as his or her designee, to act as its representative for the performance of the contract as the "Contractor's Representative". The Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions for the services under this Contract.

The Contractor's Representative, shall be properly licensed and have the experience to perform the work called for under this Contract.

The Contractor's Representative shall be available at all times during regular working hours throughout the contract duration to respond in person to any party initiating construction related complaints. Said authorized representative shall be present at the site of work at all times while work is actually in progress.

SUBCONTRACTORS

The Contractor agrees to and shall bind every subcontractor to the terms of this Contract; provided, however, that nothing herein shall create any obligation on the part of the City to pay any subcontractor except in accordance with a court order in an action to foreclose a stop notice. Failure of the Contractor to comply with this Section shall be deemed a material breach of this Contract. A list of subcontractor(s) shall be submitted by the Contractor.

BID SECTION

EQUIPMENT AND EQUIPMENT OPERATIONS

The equipment used by the Contractor shall meet all applicable federal and state requirements, regulations and codes related to equipment used in the work specified herein. The work crew shall provide sufficient equipment to avoid work stoppage. All of Contractor's personnel shall be licensed as required by local, State or Federal regulations, experienced and properly trained to safely and efficiently operate all of the equipment to be used to perform the work specified herein. All vehicles and equipment used in the course of fulfilling the work specified herein shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.

SAFETY PRECAUTIONS

The Contractor shall provide, at its own cost and expense, all other equipment for performing work at all job sites. The Contractor shall at all times ensure the safety of the public, City employees, elected and appointed officials, and others, by posting safety warning signs, safety tape, barricades, traffic cones, or other warning devices around job sites prior to and during the performance of work. The Contractor's personnel must wear personal protective equipment at all times when performing work. In all situations, the Contractor must conform to all Occupational Safety and Health Administration (OSHA) and Industrial Safety Order rules and regulations while performing services.

TEMPORARY SUSPENSION OF WORK

City's representative or designee shall have the authority to suspend work wholly or in part for such period as may be necessary due to inclement weather, hazardous or unsuitable work conditions, failure of the Contractor to carry out instructions, or to perform any provisions of the specified work herein. City's representative and Contractor shall mutually determine a resolution and Contractor shall resume work when conditions permit.

Contractor or its designated representative shall have the authority to suspend work wholly or in part for such period as may be necessary due to inclement weather, hazardous or unsuitable work conditions, or failure of City-provided equipment. City's representative and Contractor shall mutually determine a resolution and Contractor shall resume work when conditions permit.

Contractor and City's representative shall notify each other, at the earliest time possible, of any situation that temporarily causes work to be suspended.

INDEMNITY

Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action,

BID SECTION

proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").

In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

LIQUIDATED DAMAGES

The Contractor shall pay to the City, or have withheld from monies due to the Contractor, as liquidated damages and not as a penalty, the sum of \$200 per day if the Contractor fails to complete work in accordance with the time schedule for the work. Excluded from this provision are delays due to severe weather, fire, earthquakes, civil disturbances, or force majeure. Other exemptions to this provision may be made at the discretion of the City.

PROPERTY PROTECTION

The Contractor shall become familiar with all existing installations on the work sites and shall provide appropriate safety signs and barriers to mark work areas. Any damage to property from any cause, which might have been prevented by the Contractor, Contractor's employees or agents shall be repaired at the Contractor's own cost and expense.

The Contractor shall take all reasonable precautions to ensure that City property, buildings, grounds, equipment, furnishings, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement

BID SECTION

in the course of the construction are properly protected from damage at all times. Reasonable precautions may include, but are not be limited to, protective tarps placed over objects or items, objects or items carefully moved away from work areas, or other such actions that may be necessary to prevent damages.

The Contractor shall be responsible for any damages caused by actions of its personnel during the course of setting up, working, or removing from work sites, its equipment, materials, and supplies.

The Contractor shall notify the City's representative or designee immediately if damage has occurred and shall have repairs completed within 10 working days of notification of corrective action. A determination shall be made by City's representative to perform, modify, delay, or delete services as appropriate.

DAMAGE CAUSED BY THE CONTRACTOR

If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

CLEAN UP

The Contractor shall, at the end of each workday, clean the site of all rubbish. Any unused materials or equipment incidental to the work shall be stored in a protected and safe manner approved by the City, or removed from the site.

After the work is complete, the entire area shall be cleaned of rubbish and excess materials and left in a condition acceptable to the City.

The Contractor shall not use the City's refuse containers to dispose of materials considered to be waste. The Contractor shall properly dispose of all waste materials pursuant to Federal, State, Local regulations.

INSPECTION

The Contractor shall notify the City of completion of work. The City will have ten (10) days to inspect finished job for workmanship, appearance, proper functioning and conformance to all requirements of this specification. If deficiencies are detected, the work will be rejected and the vendor will be required to make necessary repairs, adjustments or replacement at no additional cost to the City.

The Contractor will have two (2) days from the time of notification to correct improper or unsatisfactory work. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, the City shall

BID SECTION

have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from the Contractor's invoice.

EQUIPMENT CONDITION

The Contractor shall warrant that all product used to install fencing is new.

WARRANTY

The Contractor shall guarantee items furnished and installed under these specifications against defects in material and workmanship for a period of two (2) years after the date that the item is placed in Service. The Contractor shall repair or replace any defective items during the warranty period at its own cost and expense, without cost to the City.

The Contractor shall provide all manufacturers' material warranty information to the City.

PAYMENT REQUIREMENTS

The Contractor shall provide the invoice to the City with each billing. The invoice shall be sent to the Department contact. The Contractor is responsible for obtaining the name and address of the Department contact.

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

SCOPE OF WORK

The Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the installation of new fencing, removal of old fencing, alter or repair of existing fencing and any related work, excluding masonry walls, to that end.

This Contract is intended to provide to the City complete and finished work and, to that end, the Contractor shall do everything necessary, with the City's approval, to complete the work, whether or not specifically described in the Contract Documents.

The Contractor shall comply with the City of Long Beach Standard Plans (CLBSP) <http://www.longbeach.gov/pw/engineering/sp.asp>; the 2009 Edition of The "Greenbook" Standards Specifications for Public Works Construction (GSSPWC); or the American Society for Testing and Materials (ASTM) Standards.

This Contract does not include rental or temporary fencing.

BID SECTION

GENERAL DESCRIPTION

The Contractor shall obtain a City of Long Beach building permit for each project.

The Contractor shall remove earth, trees, brush, and other obstructions that interfere with fence construction, with the approval of the City's Designee.

The Contractor shall be required to remove & dispose of old fencing (if applicable), install new fencing, or repair existing fencing at various locations throughout the City, on an as needed basis.

The Contractor shall connect new fences to existing fences (where applicable). Place a corner post with a brace for each direction of strain at each junction with an existing fence. Fasten the wire in the new and existing fences to each post.

The Contractor shall crown each concrete footing to shed water.

Fencing will be various heights, dependant on job requirement(s).

CHAIN LINK FENCE:

- All Sizes & gauges for pipe posts, rods & wires are outside diameters.
- All fence material and fittings shall be of high grade domestic quality steel and shall bear markings as being such.
- All chain link fence material and fittings shall conform to CLBSP #124 or GSSPWC unless otherwise specified.
- Corner or end posts shall be Sch 40, 3"ø 9'-9" galv steel pipe with extension arm. Intermediate posts shall be required at 250' intervals and at grade changes exceeding 5%.
- Line posts must comply with GSSPWC. Each post must be Class B steel. You may omit the anchor plate if the post is set in a concrete footing with a minimum cross sectional dimension of 6 inches and a depth equal to the full penetration of the post.
- Corner and intermediate posts rail and tension rod panel to join posts in both directions.
- If fence with top rail is specified, delete steel tension wire at top and pipe rails at intermediate, slope, end and corner posts.
- Barbed wire shall be used only when specified.
- Post spacing is 10' maximum.
- Fill clear openings greater than 3" with chain link fabric. For opening less than 18" tie chain link fabric to posts.
- Steel bands at tension bars shall be 1/8" x 1" minimum, spaced at 16" maximum.
- Concrete for chain link fence post footings shall be P-610. All other concrete, including sill, barrier, footings and slabs for gates posts, shall be P-610.
- Footings must be poured against undisturbed earth or form and compact backfill to 95% relative compaction.

BID SECTION

- Barbed Wire must comply with GSSPWC 206-6.7; 12-1/2 gage (2.5 mm) galvanized steel wire with barbs spaced 5 inches (125mm) apart and shall confirm to ASTM A 121.
- Wire Mesh must comply with ASTM A 116 Class 1; be 32 inches wide; have 8 horizontal wires with vertical stays spaced 6 inches apart. Top and bottom wires must be 10 gage. Intermediate wires and vertical stays must be 12-1/2 gage.
- Tension wires must be 8 gage galvanized wire. Galvanized bolts and nuts for attaching braces and straps to metal posts and galvanized devices for holding barbed wire and wire mesh in position must be commercial quality. Each staple used to fasten barbed wire and wire mesh fabric to wood posts must be at least 1-3/4 inches long and manufactured from 9 gage galvanized wire.
- Wire used to fasten barbed wire and wire mesh to metal posts must be galvanized and at least 11 gage. Clips and hog rings used for metal posts must be at least 9 gage.
- Wire used to tie the lower line of barbed wire to the top wire of wire mesh must be 12 gage galvanized wire.
- Each ground rod must be galvanized or copper-coated steel; be 8 feet long and have a diameter of at least 1/2 inch. Conductor must be no. 6 solid copper or equal.

WOOD FENCE:

- Each wood post and brace must be treated except where untreated wood is specified.
- Treated wood post and brace must be Douglas Fir, Hem-Fir or Southern Yellow Pine
- Untreated wood post and brace must be Redwood, Cedar, Douglas Fir or Southern Yellow Pine.
- Treat posts after pointing.
- Wood must be straight and free from loose or unsound knots, shakes over 1/3 the post thickness or other defects that would make it unfit structurally.
- Post knots must be sound, tight, well spaced, and not over 2 inches on any face.
- Each wood line post to be driven must be machine pointed at the small end.
- Sweep must not exceed 0.08 foot in 6 feet.

WROUGHT IRON FENCE:

- 8' to 1000' in length
- Material to be wrought iron hand forged, fired solid steel
- 14, 16 and 18 gauge or Solid 11 gauge channel
- Concrete footing 8" in dia. 30 to 36" deep
- Top of footing 3" below finish grade
- Post embedment 24" deep
- Elevation style levels of fencing, raked, level or stepped
- 4" spacing between pickets
- Powder coated
- Horizontal rails minimum 3/4" X 1 1/2 " X 1/8"

BID SECTION

- Aluminum material must not be used

GATES:

- Each gate includes one (1) gate with fittings, hardware, gate & latch posts with braces.
- Constructing a gate in an existing fence includes removal of the fence.
- Each gate must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.
- Each walk gate must be a minimum of 4 feet wide.
- A gate greater than 8 feet in length must have vertical stays such that no panel exceeds 8 feet in length.
- Each gate must have at least 2 steel or malleable iron hinges at least 3 inches in width such that the gate is securely clamped to the gate post and permits the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame.
- Stops to hold gates open and a center rest with catch shall be provided where required.

PICKETS AND POSTS

- Pickets to be 5/8", 3/4", 1", or 3/4" solid picket (round or square)
- Pickets will be 4 1/2 or 6" centers. Depending on construction site
- 4 1/2 centers will be 78" post centers, approximately
- 6' centers will be 80" post centers, approximately
- Post finials / caps, type to be determined per job. All types (Flat, Round Pyramid)



BID SECTION

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.

SUMMARY OF BID ITEMS

Note: Prices must include all cost, including materials, installation, permits, freight, handling, fees, etc.

All pricing based on 6' height unless otherwise stated.

SECTION I: MATERIALS

A. GATES:

New swing gates and all required hardware (clamp-on hinges, fork latches, etc.)

4' single	\$ <u>270-</u>	per unit	4' double	\$ <u>200-</u>	per unit
6' single	\$ <u>330-</u>	per unit	6' double	\$ <u>300-</u>	per unit
8' single	\$ <u>500-</u>	per unit	8' double	\$ <u>475-</u>	per unit
10' single	\$ <u>650-</u>	per unit	10' double	\$ <u>600-</u>	per unit

Blue Wave swing gate and all required hardware (clamp on hinges, fork latches, etc)

4'x4' sgl	\$ <u>320⁰⁰</u>		5'x10' double	\$ <u>840⁰⁰</u>
5'x10' sgl	\$ <u>780⁰⁰</u>			

New roll gates and all required hardware (clamp-on hinges, fork latches, etc.)

10' single	\$ <u>650-</u>	per unit	10' double	\$ <u>750-</u>	per unit
12' single	\$ <u>780-</u>	per unit	12' double	\$ <u>480-</u>	per unit
14' single	\$ <u>910-</u>	per unit	14' double	\$ <u>500-</u>	per unit
16' single	\$ <u>1040-</u>	per unit	16' double	\$ <u>525-</u>	per unit

Blue Wave roll gate and all required hardware (clamp on hinges, fork latches, etc)

5'x10' sgl	\$ <u>1000⁰⁰</u>	per unit	10' double	\$ <u>1800⁰⁰</u>	per unit
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B. ROLL FENCING:

Galvanized Chain Link Mesh

50' roll, 2" mesh

9 gauge	4'	\$ <u>140⁰⁰</u>	per roll
	5'	\$ <u>175⁰⁰</u>	per roll
	6'	\$ <u>218⁰⁰</u>	per roll
	8'	\$ <u>288⁰⁰</u>	per roll
	12'	\$ <u>428⁰⁰</u>	per roll
11 gauge	6'	\$ <u>170⁰⁰</u>	per roll

Blue Wave Vinyl Coated Chain Link

Ranging 4' to 5' height, knuckle & knuckled

50' roll, 1-1/4" mesh

9 gauge	4'-5'	\$ <u>337⁵⁰</u>	per roll
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BID SECTION

C. FENCE PIPE:

Galvanized Pipe, Schedule 40, plain ends, zinc coated

1-3/8" O.D. 1-1/4" x 21'	\$ 42 ⁰⁰	per unit
1-5/8" O.D. 1-1/4" x 24'	\$ 55 ⁰⁰	per unit
1-7/8" O.D. 1-1/2" x 24'	\$ 71 ⁰⁰	per unit
2-2/3" O.D. 2" x 24'	\$ 87 ⁰⁰	per unit
2-7/8" O.D. 2-1/2" X 21'	\$ 124 ⁰⁰	per unit
3-1/2" O.D. 3" x 21'	\$ 212 ⁰⁰	per unit
4-1/2" O.D. 4" X 21'	\$ 370 ⁰⁰	per unit

D. GALVANIZED TENSION BANDS:

3/4", 14 gauge

1-5/8"	\$.20	per unit
1-7/8"	\$.25	per unit
2-3/8"	\$.35	per unit
2-7/8"	\$.40	per unit

E. GALVANIZED TENSION BARS:

3/16" x 3/4"

4'	\$ 2 ⁸⁰	per unit
6'	\$ 3 ²⁰	per unit

F. WHITE VINYL:

500' railed perimeter

1/2"X16' rails	\$ 40 ⁰⁰	per unit
5"X5"X5' post	\$ 32 ⁰⁰	per unit
5"x5" plain cap	\$ 5 ⁰⁰	per unit

G. WOOD:

100' stockade picket, Southern Yellow Pine (treated); 12"6' = 3-horiz rails;

6'h x 2-5/8"w x 3/4"d picket	\$ 2 ¹³	per unit
1-1/2" x 2-1/2" horiz rails	\$ 14 ⁰⁰	per unit
4" x 4" x 6' posts	\$ 21 ⁰⁰	per unit
6'h x 10'w dbl swing gate w/drop rod & hardware complete (5'w ea gate)	\$ 490 ⁰⁰	per unit

H. WROUGHT IRON:

100' face welded; 4" spacing between pickets

6'h x 1" x 1/8 pickets	\$ 660 ⁰⁰	per unit
4" x 3/16" end posts	\$ 132 ⁰⁰	per unit
2" x 3/16" line posts	\$ 66 ⁰⁰	per unit
2" x 3/16 frames	\$ 200 ⁰⁰	per unit

Q



BID SECTION

SECTION II: FENCE INSTALLATION & REPAIR

Please bid all items in this section. Failure to do so may disqualify bid.

A. LABOR RATES:

The Contractor shall quote labor rates and provide explanation as required herein:

	<u>Straight Time</u>	<u>Over Time</u>	<u>Double Time</u>	
Installation of gates/fencing	\$ <u>70⁰⁰</u>	\$ <u>90⁰⁰</u>	\$ <u>128⁰⁰</u>	per hour
Remove and replace 8 & 9-gauge wire for chain link fencing from 3' to 12' high	\$ <u>70⁰⁰</u>	\$ <u>90⁰⁰</u>	\$ <u>128⁰⁰</u>	per hour
Repair existing fence or related	\$ <u>70⁰⁰</u>	\$ <u>90⁰⁰</u>	\$ <u>128⁰⁰</u>	per hour
Minimum Call Out charge (if any)			\$ <u>300⁰⁰</u>	per request
Emergency Call Out charge (2-hour response time) 7:00 a.m. – 5:00 p.m.			\$ <u>100⁰⁰</u>	each
Emergency Call Out charge (2-hour response time) includes weekends and holidays 5:00 p.m. – 6:59 a.m.			\$ <u>480⁰⁰</u>	each

The Contractor shall define what constitutes Straight Time, Over Time and Double Time:

Straight Time: MONDAY TO FRIDAY 7:00 AM TO 5:00 PM

Overtime: ALL DAY SATURDAY, MON TO FRIDAY 5:00 PM TO 7:00 AM

Double Time: ALL DAY SUNDAYS AND HOLIDAYS.

Price increase shall not exceed 3 % during the first renewal period.

Price increase shall not exceed 2 % during the second renewal period.





BID SECTION

SECTION III: WORK SCENARIOS

Bidders are required to provide prices for the following work samples. Prices quoted shall include all direct and indirect costs, and any applicable sales tax (9%).

Please bid all items in this section. Failure to do so may disqualify bid.

Item	Description	Qty	Material & Labor	Total Price
1	BLUE WAVE FENCE: 1-1/4" blue vinyl coated chain link mesh. Ranging 4' to 5' in height; knuckle & knuckled; 1-5/8" curved top and straight bottom rails; all pipe to be Sch 40 painted blue to match mesh; 11 Ga core with 8 Ga finish. 2-3/8" line posts; 2-7/8" end posts; concrete footings shall be 8" diameter and 24" depth. (1) 10'0" wide panel service gate; (1) 4'x0" Pedestrian entry gate.	1,000 feet	Material = \$17,800- Labor = \$16,400-	\$30,200
2	AIRPORT PERIMETER FENCE: 8' high chain link; 9 gage galv steel chain link fabric with 2" mesh and 92"high; Fabric shall be placed on the outward face of the posts, stretched taut and securely fastened; 1-5/8" Sch 40 galv steel pipe top rail; line post sch 40; 2-1/2" x 10'-9" galv steel pipe with extension arm; 10' max spacing typical line panel; 3/8" tension rod panel with turnbuckle or equiv; 6 gage wire ties at 12" OC; Corner or end posts shall be sch 40, 3" x 10'-9" galv steel pipe w/extension arms. Intermediate posts shall be required at 250' intervals and at grade changes exceeding 5%; Corner & intermediate posts rail and tension rod panel to join posts in both directions. 11 gage by 7/8" galv steel bands @ 12" OC; 3/16" x 1/2" x 7' galv steel tension bar. 15" Double arm at top of fence with 3 strands each galv steel barbed wire holder; 12-1/2 gage galv steel barbed wire with 4 point galv steel barbs @ 3" OC; 6/7 gage tension wire w/9 gage wire ties @24" OC. 1" max Ground level 6/7 gage tension wire w/9 gage wire ties @ 24" OC; 12" diameter by 36" deep concrete monolithic footings; #4 bar cage, 3 horizontal, 4 vertical, tied, 3" clear; #4 bar at 18OC max 3" clear; #4 bar continuous between joints (4" clear).	5,000 feet	Material = \$42,200- Labor = \$94,300	\$136,500-
3	WHITE VINYL PERIMETER RAIL FENCE: 1-1/2"x5-1/2"x16' rails; 5"x5"x5' post set in domed concrete footing; 5"x5" plain cap; all hardware to be powder coated stainless steel, industrial grade	500 feet	Material = \$6,750- Labor = \$5,800-	\$12,550 ⁰⁰
4	DOG RUN: 25'L x 10'W x 6'H with chain link cover 1-5/8" sch 40, continuous welded, 9 gauge fabric with 4'x6' walk gate and bolt plates.	5 each	Material = \$1700- Labor = \$1000-	\$3,500 ⁰⁰
5	BASEBALL BACKSTOP: 24' high x 22' wide and 30' wide wings on sides; full angled canopy; 11 gauge chain link mesh; 2" sch 40 galv steel pipe top, center and bottom rails; 4-1/2" O.D. posts with 6 gage wire ties; 2" .065 canopy frame; concrete footings per ASTM A616/A616M (16"x48" minimum)	1 each	Material = \$5089 ⁰⁰ Labor = \$8400-	\$13,484 ⁰⁰
6	DEMOLITION and removal of damaged chain link fence prior to install of new, including removal of old footings.	100 hours	Labor = \$60 ⁰⁰	\$6,800 ⁰⁰

Q

BID SECTION

STATEMENT OF OSHA COMPLIANCE

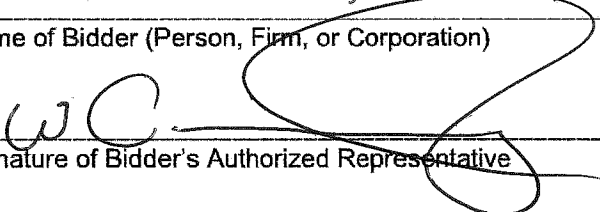
To Be Executed By Bidder & Submitted With Bid

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

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

Quality Fence Co., Inc.

Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

William Cavanaugh - President

Name & Title of Authorized Representative

April 30th, 2013

Date of Signing

City of Long Beach, CA

Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- **Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution. Link to samples of acceptable documentation to allow other signature.**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.
NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).
NOTE: Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

LIST OF SUBCONTRACTORS

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

Name _____ Type of Work _____
Address NONE _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name _____ Type of Work _____
Address _____
City NONE _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name _____ Type of Work _____
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City NONE _____ Dollar Value of Subcontract \$ _____
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City NONE _____ Dollar Value of Subcontract \$ _____
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Name _____ Type of Work _____
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License No. _____

ORDINANCE NO. ORD-09-0036

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

///

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

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1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

- 1 2.73.030 Contractors subject to requirements.
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 2.73.040 Non-discrimination in provision of benefits.
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

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- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 **2.73.070 Retaliation and discrimination prohibited.**

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

1 enforcement of this Chapter.

2
3 **2.73.080 Employee complaints to City.**

4 A. An employee who alleges violation of any provision of the
5 requirements of this Chapter may report such acts to the City. The City
6 Manager may establish a procedure for receiving and investigating such
7 complaints and take appropriate enforcement action.

8 B. The City shall have the power to examine contractors' benefit
9 programs covered by this Chapter.

10 C. Any complaints received shall be treated as confidential
11 matters, to the extent permitted by law. Any complaints received and all
12 investigation documents related thereto shall be deemed exempt from
13 disclosure pursuant to California Government Code Sections 6254 and
14 6255.

15
16 **2.73.090 Remedies.**

17 A. Upon a finding by the City Manager that a contractor has
18 violated the requirements of this Chapter, the City shall have the rights and
19 remedies described in this Section, in addition to any rights and remedies
20 provided at law or in equity.

21 1. The City Manager shall be authorized to terminate said
22 contract and bar the contractor from bidding on future contracts with the City
23 for three (3) years from the effective date of the contract termination.

24 2. In the City Manager's sole discretion, a contractor found
25 to have willfully violated the requirements of this Chapter may be required to
26 pay liquidated damages.

27 3. The City may seek recovery of reasonable attorneys'
28 fees and costs necessary for enforcement of this Chapter.

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B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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333 West Ocean Boulevard, 11th Floor
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:


Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09
(Date)


Mayor

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

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, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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

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


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

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

Compliance with the EBO

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

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

Printed Name: William Cavanaugh Title: President
Signature:  Date: April 30th, 2013
Business Entity Name: Quality Fence Co., Inc.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Quality Fence Co., Inc. Federal Tax ID No. [REDACTED]
Address: 14929 Garfield Avenue
City: Paramount State: CA ZIP: 90723
Contact Person: William Cavanaugh Telephone: 323/585-8585
Email: coreybquality@yahoo.com Fax: 562/869-7804

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 30th day of April, 2013, at Paramount, CA

Name William Cavanaugh

Signature WC

Title President

Federal Tax ID No. 

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 5% on this contract.



Department of
General Services
BUILDING GREEN BUYING GREEN WORKING GREEN



QUALITY FENCE CO INC - #33359

SUPPLIER PROFILE

Legal Business Name	QUALITY FENCE CO INC		
Doing Business As	QUALITY FENCE CO INC		
Address	14929 GARFIELD AVE PARAMOUNT, CA 90723	Phone	(323) 585-8585
		FAX	(562) 869-7804
Email	coreybquality@yahoo.com		
Business Types	Construction		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	fencing ornamental metals fence installation and repairs		
Construction License Types	B - General Building Contractor C-13 - Fencing C-23 - Ornamental Metals		
Classifications	301520 - Fencing 721540 - Specialty building and trades services 731215 - Metal smelting and refining and forming processes		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Jan 30, 2013	Jan 31, 2014

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Dec 20, 2011	Dec 31, 2012
SB	Expired	Feb 18, 2011	Feb 29, 2012
SB (Micro)	Expired	Jan 19, 2010	Jan 31, 2011
SB	Expired	May 12, 2006	Dec 31, 2009
SB	Expired	Jun 13, 2003	May 31, 2006



COLB FORM SBE-2C: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONSTRUCTION CONTRACTS

SECTION 1

Spec #:	PA-02413	Project Name:	CITY WIND FENCE PROJECT	Date:	5-7-13
Combined SBE/VSBE/LSBE Goal % Assigned to Contract:		5%		Prime Contract \$ Amount:	UNIL JARY
Prime Contractor:	QUALITY FENCE CO INC				
\$ Value of Prime's Participation:	100%		% of Prime's Participation:	100%	
\$ Value of SBE Participation:	YEARLY CONTRACT \$ TO VASEY		SBE % of Prime Contract \$ Amount:	100%	
\$ Value of VSBE Participation:	VSBE % of Prime Contract \$ Amount:				
\$ Value of LSBE Participation:	LSBE % of Prime Contract \$ Amount:				

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>
<i>QUALITY FENCE CO INC 14929 GARFIELD DARTMOUTH CA 90725</i>	<i>SBE</i>	<i>PRIME</i>	<i>TY CAVANAGH</i>	<i>SUPPLY AND INSTALL VARIOUS TYPES OF FENCES</i>	<i>VARIOUS \$ VALUE</i>	<i>100%</i>

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

Phone #

WC

Signature

5-7-13

Date

TYCAVANAGH@DSLEXTREME.COM

Email

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

SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
 - a. locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp.

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to www.longbeach.gov/purchasing and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Quality Fence Co., Inc.

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



Title: President

Date: April 30th, 2013

BID PROTEST PROCEDURES

1. Time for Protest

- 1.1 Bidders must submit a protest within seven (7) calendar days after the date of the bid opening. The protest must be received by the Business Relations Manager by the close of business on the seventh (7) day.

2. Form of Protest

- 2.1 The protest must be in writing, must identify the bid number and must be signed by the same person who signed the bid. The protest may be submitted by fax, email, hand-delivered, or mailed. But, if it is submitted by fax or email, the original must be mailed at the same time. The protest must state the basis for the protest and include all relevant information to support that basis. No additional information will be accepted after the Business Relations Manager receives the original protest unless the additional information is requested by the Business Relations Manager.

3. Submission of Protest

- 3.1 Submit the protest to the Business Relations Manager. The Business Relations Manager will review and investigate the protest and send a reply with the decision within ten (10) calendar days after receipt of the protest. The Business Relations Manager will mail the reply to the address shown on the bid from the person submitting the protest.

4. Final Decision

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