

BID NUMBER PA-00311

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



**INVITATION TO BID**

**DIGITAL X-RAY SYSTEM**

CONTRACT NO. 32392

**1. COMPLETE CONTRACT:**

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

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

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

**3. AMOUNT TO BE PAID:**

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

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

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

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

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

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: SANTA MONICA CA ON THE 15 DAY OF NOVEMBER, 20 10  
CITY STATE MONTH

COMPANY NAME: SPECTRUM MEDICAL X-RAY CO. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1121 STEWART ST. CITY: SANTA MONICA STATE: CA ZIP: 90404

PHONE: 310-828-6161 FAX: 310-828-6400

S/ [Signature] CEO - PRESIDENT  
(SIGNATURE) (TITLE)

FRANK BAROI frank@spectrumxray.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ \_\_\_\_\_  
(SIGNATURE) (TITLE)

\_\_\_\_\_  
(PRINT NAME) (EMAIL ADDRESS)

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

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

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

11/30/11  
Date

APPROVED AS TO FORM 11-30, 2011  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

ARTICLES OF INCORPORATION

1721999

OF

FILED

In the office of the Secretary of State of the State of California

SPECTRUM MEDICAL X-RAY CO., INC.

MAR 18 1993

ARTICLE I

The name of this corporation is SPECTRUM MEDICAL X-RAY CO., INC.

ARTICLE II

MARCH FONG EU, Secretary of State

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The name and address in the State of California of this corporation's initial agent for service of process is: FRANK

BARDI, 12921 W. Washington Boulevard, Los Angeles, California 90066

ARTICLE IV

The corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 10,000

ARTICLE V

This corporation is a close corporation. All of the corporation's issued shares of stock shall be held of record by not more than thirty-five (35) persons.

ARTICLE VI

The name and address of the initial director is as follows:

FRANK BARDI
12921 W. Washington Boulevard
Los Angeles, California 90066

DATED: 1/13/93

Frank Bardi

[Signature(s) of Incorporator/Director(s)]

(Typed name and address of Incorporator)

I (we) hereby declare that I (we) am (are) the person(s) who executed the foregoing Articles of Incorporation, which execution is my (our) act and deed.

Frank Bardi

NOTES: 1. If this is to be a close corporation:

- a. The word "incorporated", "corporation", or "limited", or an abbreviation of one of such words must appear in the name.
b. An Article V must be typed in above and should say: "This corporation is a close corporation. All of the corporation's issued shares of stock shall be held of record by not more than thirty-five (35) persons."

2. If it is desired (it is not necessary) to name the directors in the articles:

- a. An Article V or VI must be typed in above and should say "The names and addresses of the initial directors are as follows: Each director so named must also sign and acknowledge the articles."

3. If directors are not named in the articles, the incorporator's name and address should be typed below his signature.



---

---

1721 STEWART STREET ✕ SANTA MONICA, CA 90404 ✕ (310) 828-6161 (p) ✕ (310) 828-6400 (f) ✕ [www.spectrumxray.com](http://www.spectrumxray.com)

---

---

**Proposal for:**

**DIGITAL X-RAY SYSTEM**

**Presented to:**

**City of Long Beach**  
**City Manager**  
**Attn.: City Clerk**  
333 West Ocean Boulevard, Plaza Level  
Long Beach, CA 90802

**Presented by:**

Spectrum Medical X-Ray Company  
1721 Stewart Street  
Santa Monica, CA 91340  
Tel: (310) 828-6161 | Fax: (310) 828-6400  
[www.spectrumxray.com](http://www.spectrumxray.com)

**Your Invitation to Bid Number: PA-00311**

**Our Quotation Number: 101118-BL**  
**November 18, 2010**



---

1721 STEWART STREET ✕ SANTA MONICA, CA 90404 ✕ (310) 828-6161 (p) ✕ (310) 828-6400 (f) ✕ [www.spectrumxray.com](http://www.spectrumxray.com)

---

November 18, 2020

City of Long Beach  
333 West Ocean Blvd., Plaza Level  
Long Beach, CA 90802

Attn.: City Clerk

**Re.: Digital X-Ray System, Bid#: PA-00311**

Spectrum Medical X-Ray would like to take this opportunity to thank you for allowing us to participate in the bid process for the upgrade of your existing x-ray room to a state of the art digital x-ray system.

Spectrum Medical X-Ray Co. is a full line distributor of x-ray products and authorized dealer for Kodak Carestream, Quantum Medical, Medstrat PACS and other brands of x-ray equipment. We have provided turn-key x-ray solutions for over 25 years and pride ourselves the success we've had over the years.

We have been able to provide a high level of service and workmanship thanks to a highly skilled and dedicated workforce. By instilling and promoting attention to detail, personal responsibility, communication, and always looking for ways to improve, we've been able to deliver nearly all projects with outstanding success.

By doing the job right the first time around, we avoid unexpected problems that can cause delay and expensive repairs. This benefits both the end user and us as a provider of solutions and services by allowing us to maintain highly competitive prices.

I trust we have answered to your satisfaction all your questions presented to us in your bid documents. However, should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Bjorn Lunde". The signature is written in a cursive, flowing style.

Bjorn Lunde  
Regional Sales Manager  
Spectrum Medical X-Ray Company  
(310) 828-6161

**TABLE OF CONTENTS**

1 Itemized Pricing ..... 3

    1.1 Bundled Pricing with 5% Cash Discount..... 4

    1.2 Bundled Pricing – Net 31 Days ..... 4

    1.3 In-House Lease Option ..... 4

    1.4 3<sup>rd</sup> Party Lease Option ..... 5

    1.5 Support/Maintenance/Extended Warranty ..... 5

    1.6 5 Years Cost of Ownership..... 5

2 Scope of Delivery ..... 6

    2.1 Quantum QV-800 Digital Universal Radiographic System ..... 6

    2.2 DR Detector - Carestream DRX-1 Direct Digital Radiograph System..... 9

    2.3 Picture Archive & Communications System (PACS) ..... 10

    2.4 Agfa DryStar 5302 – Dry Film Imaging Printer ..... 10

    2.5 Radlink LaserPro – Film Digitizer ..... 11

    2.6 Physician Viewing Stations..... 11

3 Installation/Implementation ..... 11

4 Support, Maintenance and Service..... 12

5 Specification Conformance ..... 13

6 Client References ..... 16

7 Notes..... 16

November 18, 2010

**1 ITEMIZED PRICING**

	Item	Qty.	Price*
A.	<b>SOFTWARE/HARDWARE COSTS</b> (for detailed description of each unit please refer to Scope of Delivery starting on page 3)		
1.	<b>Digital C-Arm Universal Radiographic System w/ DR Detector Console and stationary type mobile table</b>	1	\$185,850.00
2.	<b>Picture Archive &amp; Communications (PACS) System</b>	1	\$17,700.00
3.	<b>Dry Film Imaging Printer</b> - Estimated cost per film to print (film cost only): \$1.38/film	1	\$9,800.00
4.	<b>Film Digitizer w/multi-loader</b>	1	\$13,500.00
5.	<b>Physician Viewing Stations</b> (2 monitors workstation, each \$2,275.00) - One (1) additional Single Monitor Work Station	2 1	\$4,550.00 \$1,900.00
6.	<b>Mobile Table Options (system includes stationary type mobile table)</b> - Float-Top Table: additional \$5,900 - Elevating Float-Top Table: additional \$10,900		
B.	<b>INSTALL/SETUP/LABOR FEES</b> - Installation & Implementation		No additional charge
C.	<b>ENGINEERING/CONSTRUCTION FEES</b> - Electrical, Construction, Data, UPS, Generator, Removal, Disposal		No construction or engineering included but architectural plan will be provided at no additional charge
D.	<b>EQUIPMENT, SUPPLIES, CHEMICAL REMOVAL FEES</b> - Dispose and remove old x-ray equipment, film, processor, chemicals		No additional charge
E.	<b>ANNUAL SOFTWARE/OS/LICENSE CHARGES</b>		Included if extended warranty/maintenance/service is purchased
F.	<b>SOFTWARE CONFIGURATION AND IMPLEMENTATION</b>		No additional charge
G.	<b>TRAINING AND FOLLOW-UP TRAINING FOR UP TO 4 STAFF MEMBERS</b> - Training for physicians, technicians, and system administrator		Will be provided at no additional charge
H.	<b>3 MONTHS REVIEW OF SYSTEM FOR FEATURE/SYSTEM TUNING AND REFINEMENT</b>		No additional charge
I.	<b>APPLICABLE DISCOUNTS/GOVERNMENT DISCOUNTS</b>		See Sections 1.1 and 1.2 below
J.	<b>SYSTEM/BUNDLING DISCOUNTS</b>		See Sections 1.1 and 1.2 below
K.	<b>SUPPORT/MAINTENANCE</b> - Maintenance and Service		See Sections 1.5
L.	<b>TOTAL COST OF OWNERSHIP FOR 5 YEARS</b>		See Sections 1.6
M.	<b>STANDARD MANUFACTURER'S WARRANTY</b>		No additional charge
N.	<b>EXTENDED WARRANTY</b>		See Sections 1.5 below

\* All premium brand products have been selected for this proposal.

November 18, 2010

**1.1 BUNDLED PRICING WITH 5% CASH DISCOUNT**

Terms: All items in Section 1. Itemized Pricing, items A1-A6, must be purchased together  
Entire system must be paid within 17 days  
First year, full warranty, parts and labor included

<b>Total Itemized Price</b> (no Options included)		<b>\$233,300.00</b>
<b>System Bundle Discount</b> (assumes all items in Section 1 purchased together)	less	<b>\$10,000.00</b>
<b>Subtotal</b>		<b>\$223,300.00</b>
<b>Sales Tax</b> (9.75%)		<b>\$21,771.75</b>
<b>Subtotal</b>		<b>\$245,071.75</b>
<b>Additional 5% Discount if paid within 17 days</b>	less	<b>\$12,253.59</b>
<b>System Total</b>		<b>\$232,818.16</b>

**1.2 BUNDLED PRICING – NET 31 DAYS**

Terms: All items in Section 1. Itemized Pricing, items A1-A6, must be purchased together  
First year, full warranty, parts and labor included

<b>Total Itemized Price</b> (no Options included)		<b>\$233,300.00</b>
<b>System Bundle Discount</b> (assumes all items in Section 1 purchased together)	less	<b>\$10,000.00</b>
<b>Bundled Price</b>		<b>\$223,300.00</b>
<b>Sales Tax</b> (9.75%)		<b>\$21,771.75</b>
<b>System Total</b>		<b>\$245,071.75</b>

**1.3 IN-HOUSE LEASE OPTION**

This is a special in-house, 12-month lease

Terms: All items in Section 1. Itemized Pricing, items A1-A6, must be purchased together  
First year, full warranty, parts and labor included

<b>Total Bundled Price</b> (no Options included)		<b>\$245,071.75</b>
--	--	---------------------

**Lease Terms:**

- \$100,000 down payment
- 12 monthly payments of \$12,899

**1.4 3<sup>RD</sup> PARTY LEASE OPTION**

**Terms:** All items in Section 1. Itemized Pricing, items A1-A6, must be purchased together  
 First year, full warranty, parts and labor included

<b>Total Bundled Price (no Options included)</b>		<b>\$245,071.75</b>
--	--	---------------------

**Lease Terms:**

- 5-years (60 months) lease period
- Contingent upon approval from leasing company
- 60 monthly payments of \$5,698 on remaining balance\*
- \$1 buy-out at end of lease term

*\* If credit is approved by 3rd party lease company, monthly lease payments will be reduced. Amount to be determined*

**1.5 SUPPORT/MAINTENANCE/EXTENDED WARRANTY**

This Extended Warranty/service agreement includes preventative maintenance, support, software upgrades, service and repair, parts, labor and shipping.

Extended Warranty/Service Agreement start at 1<sup>st</sup> year anniversary of system installation and includes the C-Arm, DR System, PACS system, Film Printer, Film Digitizer, and Physician Viewing Stations, and is valid from year 2 to year 5.

Annual charge: **\$27,850** to be paid at beginning of each anniversary.

**1.6 5 YEARS COST OF OWNERSHIP**

For this analysis, the assumption is made that all items listed in Section 1. Itemized Pricing is purchased. Also, these are estimates only. Consumables, such as film for imaging printer, toner, paper, electricity, etc. are not taken into account.

**A. Bundled - Cash paid within 17 days**

Purchase Price	\$232,818
4-years Warranty	\$111,400
Monthly payments	0
<b>Total - 5 years</b>	<b>\$344,218</b>

**C. In-House Lease Option**

Down Payment	\$100,000
4-years Warranty	\$111,400
Monthly Payments (12)	\$154,788
<b>Total - 5 years</b>	<b>\$366,188</b>

**B. Bundled - Net 31 Days**

Purchase Price	\$245,072
Monthly payments	0
4-years Warranty	\$111,400
<b>Total - 5 years</b>	<b>\$356,472</b>

**D. 3<sup>rd</sup> Party Lease Option**

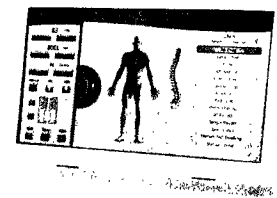
1 <sup>st</sup> & Last Payment	\$11,396
4-years Warranty	\$111,400
Monthly Payments (58)	\$330,484
<b>Total - 5 years</b>	<b>\$453,280</b>



November 18, 2010

**2 SCOPE OF DELIVERY****2.1 QUANTUM QV-800 DIGITAL UNIVERSAL RADIOGRAPHIC SYSTEM****A. Q-Vision HF Series High Frequency Radiographic Generator (QGV-65)**

- High Frequency Power, 120 kHz PLUS
- 65 kW maximum output; (according to IEC 60601)
  - mA Range: 25 to 800
  - kVp Range: 40 to 150 kVp, in 1 kVp increments
  - mAs Range: 0.025 – 800
  - Timer Range: 0.001 – 6.3 seconds
- High Definition Widescreen LCD Monitor (18.5") with "Finger-Tip Touchscreen Control" and Antiglare coating
  - Intuitive Graphically Rich High Contrast User Interface
  - Resolution: WXGA (1366 x 768 pixels)
  - Brightness: 250cd/m<sup>2</sup>
  - Contrast Ratio: 1000:1
  - Viewing Angle: 170° Horizontal, 160° Vertical
  - Number of Colors: 16.7million
- Exposure Hand Switch: 2 position with retractable coil cord and holder
- "APR" Anatomical Programmed Radiography with simple-to-use visual graphic interface
  - 18 anatomical regions, each containing an unlimited number of standard or custom views
  - Touch-Enabled APR editing
- Integrated design using advanced "Q-Bus" Technology, via Ethernet communication
- Multi-Language configurations available
- Powerful help system guides operator through basic operation and maintenance
- Web-Based Remote Support and Service worldwide, via built-in web browser
- Self-Diagnostics, Anode Heat Unit monitor, Error Messaging, Auto shut-off, History reporting log, date/time feature

**B. X-Ray Tube (R10-T140)**

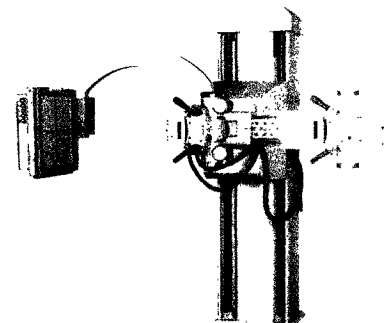
- 3" Radiographic X-Ray Tube
- 0.6/1.2mm focal spot sizes with 300,000 Heat Unit capacity
- 150kVp, High/standard speed rotor, 12° anode target angle, 90° arms

**C. Manual Collimator (Huestis Type) (R40-M-C)**

- Light localizer (laser type) for accurate cassette and patient positioning
- Automatic Lamp/Timer Feature
- Includes swivel Mount, allowing for 360°, with 90° detents and an integrated tape measure

**D. QV-800 Universal Structure (QV-800)**

- **Main C-Arm Rotation Assembly**
  - Dual Speed Motorized rotation movement
  - Collision avoidance electronics and automatic safety sensing
  - 180° range of rotation (135° to – 45°)
  - Automatic stops at 0°, 90°, 135° and – 45°
- **Main C-Arm Vertical Assembly**
  - Dual Speed Motorized vertical travel
  - Collision avoidance electronics and automatic safety sensing
  - Counterbalanced with *FAIL-SAFE* braking system
  - 53 inches (1346 mm); in horizontal position – 18 inches (457 mm); in vertical position



November 18, 2010

- **Operator Handgrip Control Unit**
  - Multi-function, fingertip control buttons for C-Arm vertical and rotation movements (Rotation only at 40" SID)
  - Source-to-Image Distance control switch; with 40" and 72" visual indicators - (LED type)
  - Angulation display for x-ray tube position
  - System Ready and Alarm LED Indicator lights, with manual emergency stop
- **Variable Source-to-Image Distance (SID)**
  - Variable SID of 40" through 72" (100 -180 cm)
  - Automatic stop and lock positions at 40" and 72"
  - Electro-magnetic FAIL-SAFE breaking system
- **Image Receptor Assembly**
  - Angulations of +/- 45°, with indicator of angle
  - Electro-magnetic FAIL-SAFE fingertip control locking system
  - Collision avoidance electronics and safety sensing bumper
- **X-Ray Tube Head Assembly**
  - Angulations of +/- 135°, with angle display
  - Electro-magnetic locking system
  - NOTE: Left hand loading only available (image receptor on left side)

**E. Power Supply for QV-800 Unit (QV-28S)****F. Receptor Interface Mounting for grid cabinet film unit (QV-INT-R)**

- Includes receptor front cover, chin rest and enclosure

**G. Grid Cabinet (R50-17GC)**

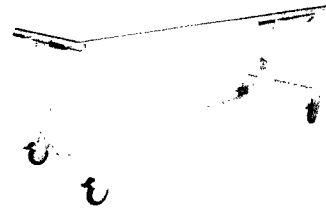
- 17"x17" (43 x 43 cm)

**H. 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus (R20-1010L)****I. Deluxe Heavy Duty Cassette Tray (R60-T-P)**

- Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17" (35 x 43 cm)

**J. Mobile Radiographic Table (Special Table Height) (QT-710-S)**

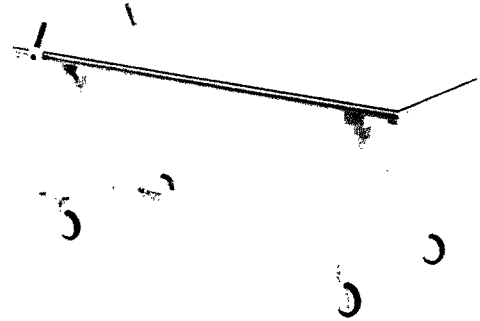
- Table Length: 74" (188 cm)
- Table Width: 28" (71 cm)
- Table Height: 27" (68.58 cm)
- Patient Weight capacity: 600 lbs. (272 kg)
- Low absorption tabletop material
- Locking 5" caster wheels, individually locking



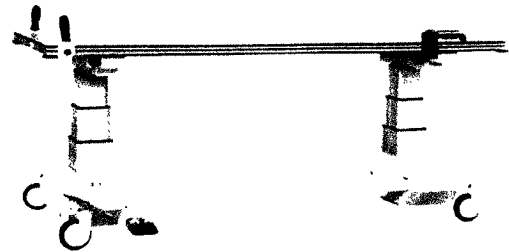
November 18, 2010

**K. Table Options****a. Mobile Float-Top Radiographic Table (Special Table Height) (QT-711-QLW-S)**

- Patient Weight capacity: 600 lbs. (272 kg)
- Table Length 85" (216 cm); Table Longitudinal Travel  $\pm 7.5$ " (15" Total / 38 cm)
- Table Width 27.75" (70.5 cm); Table Transverse Travel  $\pm 2.5$ " (5" Total / 12.7 cm)
- Table Height: 27" (68.58 cm) \* other sizes available – consult factory
- Accessory rails (both sides); includes one set (2) Patient Grips
- Table-top Markings: two lines along table length, to indicate actual image area
- Hand locking device for control of floating table-top
- Includes Table corner bumpers (QT-BMP4)
- "QUAD" Locking wheel system, with single foot control lever, locking ALL four wheels
- Includes "Steering" feature, locking foot-end wheels longitudinally assisting transport and cornering

**b. Elevating Mobile Floating-Top Radiographic Table) (QT-712-EV)**

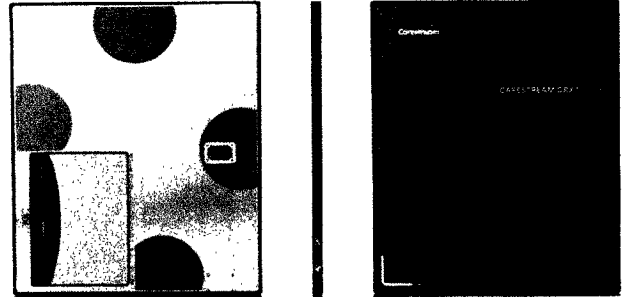
- Patient Weight capacity: 700 lbs. (318.2 kg)
- Elevating (Motorized) Travel Range of 22.5" - 33.75" (57 - 86 cm)
- Collision sensing electronics of elevating motion for safety, with auto stop control
- Laser sensors below table for sensing digital image receptor, with automatic stopping
- Programmable "Preset" table height position, with indicator on foot control
- Footswitch control for elevation, with digital "LED" type indicators of power level charge
- "GEL CELL" long-lasting maintenance-free battery powered operation
- Tabletop Length 85" (216 cm); Table Longitudinal Travel  $\pm 9.5$ " (19" Total / 48 cm)
- Tabletop Width 27.75" (70.5 cm); Table Transverse Travel  $\pm 2.5$ " (5" Total / 12.7 cm)
- Accessory rails (both sides), includes one set (2) Patient Grips
- Table-top Markings: two lines along table length, to indicate actual image area
- Electric control of elevation and floating table-top locks (hand control mounts along accessory rails)
- Includes Table corner bumpers (QT-BMP4)
- "QUAD" Locking wheel system, with single foot control lever, locking ALL four wheels
- Includes "Steering" feature, locking foot-end wheels longitudinally assisting transport and cornering
- Includes 115 VAC / 10 Amp (220 VAC / 5 Amp) battery charger (wall or shelf mounted), 25' retractable power cord



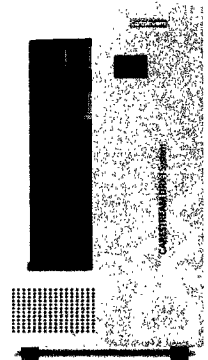
November 18, 2010

**2.2 DR DETECTOR - CARESTREAM DRX-1 DIRECT DIGITAL RADIOGRAPH SYSTEM****Wireless cassette-sized detector, ISO 4090****Detector**

- Receptor Type: Amorphous Silicon on glass
- Conversion Screen: Detached Gd<sub>2</sub>O<sub>2</sub>S:Tb
- Pixel Size: 139 µm x 139 µm
- Usable Pixel Area: 14"x16.7" (35.4cm x 42.5cm)
- Energy Range (kVp): 40-150
- A/D Conversion: 14 bits
- Data Interface: Wireless 802.11n
- Weight Limit: Applied to single 2" point: 50lb – Distributed evenly over detector area: 275lb.
- Power: On-board rechargeable battery

**DRX-1 Imaging Station/Capture Console**

- Controls DR imaging functions
- Customer Network: Ethernet, 10/100/1000 Interface
- Clinical Image Data Format: DICOM, 12-bit log transform in 16-bit integer file
- DICOM Classes
  - DICOM Storage Service Class
  - DICOM Worklist
  - DICOM Print Service Class
- Patient Data Entry
  - 19" Flat Panel Touch Screen Monitor
  - Keyboard
  - Bar code reader
  - DICOM Worklist through HIS/RIS. (HIS/RIS connectivity to acquire and transmit patient worklist, exam, and image data in digital format.)
- Digital Image Processing
  - Built in Perceptual Tone scale Processing (PTS)
  - Carestream EVP Plus Image Processing Software
- Operator Console
  - HP5700, 1.6GHz Dual Core Xeon Processor
  - 3GB RAM, 160GB Hard Drive, DVD-RW Drive
  - 10/100 BaseT Network Interface
- Exposure Hand Switch
- Wall-mount Detector Holder
- Wireless Access Point accessories

**Battery Charger**

- Accommodates up to three batteries for recharging
- Power: 90-264V, 50-60Hz, 75W max
- Total of 3 batteries included



November 18, 2010

**2.3 PICTURE ARCHIVE & COMMUNICATIONS SYSTEM (PACS)**

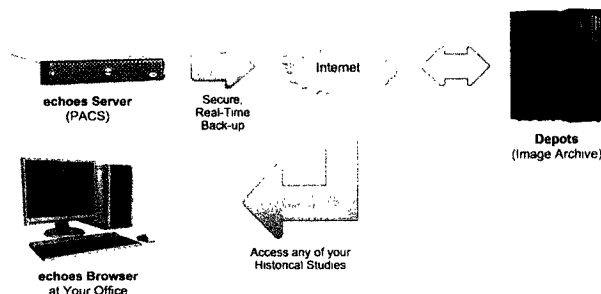
**Image Archive & Storage (PACS)**

- Medstrat **echoes™** PACS Operating System
- Independent DICOM Database Accounts
- DICOM Store SCP, DICOM Q/R SCP
- Import Patient CD's into your own PACS system
- Burn CD's & transport images & viewer via USB/Thumb drives
- Browser based access to PACS
- Unlimited viewing licenses
- HL7 Compliant
- MAC and Windows compatible
- Storage Server; Raid-5 Configuration, 1.4TB storage, approximately 100,000 images. Expandable to 8TB at additional charge.



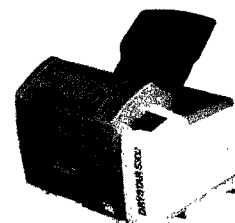
**PACS Service & Support Program**

- Automatic, Offsite, HIPAA Compliant, Disaster Recovery, Image backup service to Medstrat data center (Depots)
- Replacement Server
- Technical Support
- 24/7 System Monitoring
- Software updates and upgrades
- Unlimited on-line training



**2.4 AGFA DRYSTAR 5302 – DRY FILM IMAGING PRINTER**

<b>Capacity of supply tray</b>	100 sheets per supply tray
<b>Throughput</b>	8"x10": 140 sheets/hour (26 sec. per sheet) 11"x14": 86 sheets/hour (42 sec. per sheet) 14"x17": 75 sheets/hour (48 sec. per sheet) Access time first sheet: 77 sec. (14"x17" – 12-bits)
<b>Diagnostic area</b>	8"x10": 2376 x 3070 pixels 10"x12": 3070 x 3653 pixels 11"x14": 3348 x 4358 pixels 14"x17": 4358 x 5232 pixels
<b>Printing resolution</b>	Geometrical: 320 ppi Contrast: 12 bits contrast resolution media
<b>Types</b>	DRYSTAR DT2 B: blue base DRYSTAR DT2 C: clear base
<b>Sizes</b>	8"x10", 10"x12", 11"x14", 14"x14", and 14"x17" Two on-line sizes



**2.5 RADLINK LASERPRO – FILM DIGITIZER****Plug and Play  
Integration**

- Automated installation. Configuration compliant with DICOM, USB, and Windows Standards
- Bundled Radlink Image Acquire acquisition and distribution software for a turn-key solution
- Fully DICOM compliant, standard input device into your PACS

**Laser Type**

- Solid State 658nm

**Optical Density Range**

- 0.0 to 4.0

**Geometry**

- Geometry to +/- 2 pixels, X and Y axis over entire film

**Resolution**

- Up to 3,072 pixels per scan line (166-micron pixels)
- 15-bit grayscale

**Interface**

- Interface to Host – USB. DICOM-Storage SC

**Scan Speeds (14" x 17")**

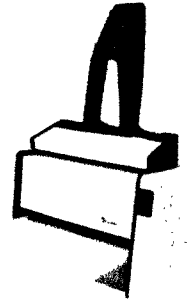
- 1k Scan Mode – 13 sec., 2k Scan Mode – 26 sec., 3k Scan Mode – 39 sec.

**Film Size**

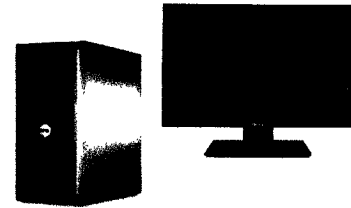
- Up to 14" x 52" (355mm x 1320mm)

**Film Auto Loader**

- 8-bins

**2.6 PHYSICIAN VIEWING STATIONS**

- Dell OptiPlex 780, Core 2 Duo Processor, 2.93GHz
- 4GB RAM, 160GB SATA Hard Drive, DVD+/-RW Drive
- Keyboard and optical mouse
- Dell UltraSharp 2209WA 22" Wide Monitor
- Windows 7 Professional 64-bit

**3 INSTALLATION/IMPLEMENTATION**

All efforts will be made to minimize downtime during conversion to a new digital system and detailed planning and cooperation is key to success.

Upon receipt of purchase order, a Project Manager will be assigned to the project and project schedule and timetable generated. Equipment orders will be placed with the manufacturers of the DR x-ray equipment, PACS system, as well as digitizer and film printer. An x-ray room floor plan will be provided, which will include equipment layout and electrical/network layout, such as location of power outlets and network drops for digital system. Plans must be approved by customer before any work can commence. These plans will determine if any construction work will be required, e.g. wall reinforcements, rewiring of electrical cables, power, and network drops. Our installation work cannot start until room is fully prepared with sufficient power and needed network connections.

Prior to room preparation and installation, Spectrum Medical will send in a team for removal and disposal of existing x-ray equipment, processor, chemical, etc.

Installation will start as soon as equipment is delivered at your location and room is fully prepared. Typically, system will be operational within one week of equipment delivery.

November 18, 2010

---

#### **4 SUPPORT, MAINTENANCE AND SERVICE**

##### **1st year Warranty**

Included in package price

Service time: 8:00 am to 5:00 pm, Monday to Friday.

All components of delivery are covered for parts and labor. Two, semi-annual PM is included.

##### **Extended Warranty**

Service time: 8:00 am to 5:00 pm, Monday to Friday.

All components of delivery are covered for parts and labor. Two, semi-annual PM is included.

##### **Service Call Response Time**

Live, switchboard customer service available from 8:00 am to 6:00 pm, Monday to Friday.

Service technician will respond within 60 minutes by phone and within 4 hours at site if problem cannot be resolved by phone or online (internet). Most service issues can be resolved by phone or online over a secure internet line.

Afterhours dispatch service is available at additional cost.

November 18, 2010

**5 SPECIFICATION CONFORMANCE**

<b>Item</b>	<b>Comments</b>
<b>A. C-Arm detector/x-ray tube w/ imaging plate</b>	
i. High frequency generator (64kW, 480V input power)	Comply. Refer to Section 2.1
ii. Mobile radiographic table	Comply. Refer to Section 2.1
iii. Technician viewing station	Comply. Refer to Section 2.1
iv. DVD/CD Image Burner	Comply. Refer to Section 2.1
<b>B. Physician Viewing Stations/Workstations</b>	
i. 2 Physician Workstations with 2 High Resolution monitors per workstation	Comply. Refer to Section 2.6
ii. 1 additional single monitor workstation	If the purpose of this additional monitor is as described in your Addendum No. 2, then seen from a workflow standpoint, this will not assist or add any benefit to the technologist. With this system, there is no need for a remote display because of speed and x-ray room workflow. Note that technologist is not in the room with the patient during exposure. The tech makes an exposure in the control booth and can see the image within 6 seconds. This amount of time is consumed with patient instructions, e.g. "breathe away, relax, be right with you". Once these commands have been given, the image is there on the display in the control booth area. The system does not require the tech to take a film cassette out of the room to process.
iii. DVD/CD Image Burner	Comply. Refer to Section 2.6
iv. NOTE: add unit pricing for additional physician and monitoring stations	Comply. Refer to Section 2.6.
<b>C. Technology and System Requirements</b>	
i. Minimum 5 concurrent user license (also quote per license cost if acquired individually)	Unlimited user licenses. NO additional cost for additional licenses.
ii. Please provide all details related to Hosted or Self-Hosted solutions including Server and Networking Requirements and Recommendations. Detail server and networking requirements to implement system. To include but not limited to:	The PACS server and image archive will be hosted by the City of Long Beach and will be monitored 24/7 by Medstrat. All images are backed up to the Medstrat data center as part of the service contract.
a. Server Configuration	The PACS server is part of the annual service contract. This means that if anything happens to the server while under contract, server will be replaced free of charge. For server configuration please refer to Section 2.3
b. OS/Database Versions Requirements	Linux/MySQL
c. RAID Requirements	- Synology NAS Drive - High speed, 41+ MB/sec RAID-5 Write, 57+ MB/sec RAID-5 Read - 1.4TB of archive space included. Can be expanded to 8TB.
d. Report module software	The ability to provide reports can be done. Further discussions will need to take place
e. Archival Capabilities – Technology, Capacity, Supported Formats	- NAS Device: 1.4TB of RAID-5 archiving (primary archive) - Main server (see C.ii.a. above) has 500GB of archive space (secondary archive, fail-over) - DICOM, JPEG, JPEG 2000 image file formats supported
f. System and Image Backup and off-site storage recommendations	- The main PACS server (see C.ii.a. above) doubles as a fail-over archive if the primary archive (see C.ii.e. above) fails - Images are also "automatically" stored offsite at Medstrat's HIPAA compliant disaster recovery data center. These images can be accessed 24/7 without access fees. - As part of the service contract, we include automatic, offsite, HIPAA compliant, disaster recovery image back-up service. The data is immediately available for access on-line. It is NOT cold storage. It is perfect for temporary "onsite outages" and it's the



November 18, 2010

	fastest way to restore your PACS onsite in the event of a catastrophic failure.
<i>g. Image Distribution</i>	Image distribution is typically set up as a "PULL" from the server to reduce network traffic for large data sets but can be configured for "PUSH" distribution when that application is preferred.
<i>h. Image Storage</i>	Please refer to C.ii., c, e, and f above.
<i>i. VM Support</i>	The PACS works in a VM environment, however, note that we do not support VM environments because your facility would have master control of the VM environment. We would however help you support that type of environment.
<b>D. Printer (Dry film imager)</b>	
<i>i. Ability to print film image from digital x-ray study</i>	Comply. Refer to Section 2.4.
<i>ii. Provide estimated cost per film to print</i>	Please refer to Section 1, item 4
<b>E. Transcription</b>	
<i>i. Indicate whether a transcription is available and/or part of the system and details on functionality. Including, web-based access for outside viewing/reading of films and transcription</i>	Voice transcription is not part of the delivery. The PACS system is web-based, thus images can be accessed with proper authority, ID and password.
<b>F. Existing Film Archive Solution</b>	
<i>i. Ability to digitize existing x-ray films for easier storage and for comparison to new digital films. Approximately 200 boxes of 100 films per box</i>	Comply. See Section 2.5
<i>a. Scan Films and attach to patient record</i>	Once scanned and archived to the PACS system, digitized film images can be viewed side-by-side with new digital images.
<i>1. Required – compatibility with Occupational Health Manager System</i>	The PACS includes a standard Practice Management interface and standard EHR interface. Assume can be done via HL7.
<i>2. Optional – compatibility with NextGen Practice Management System</i>	The PACS includes a standard Practice Management interface and standard EHR interface. Assume can be done via HL7.
<i>b. Scan Transcripts and attach to patient record</i>	This can be done with a paper scanner (not included)
<i>1. Required – compatibility with Occupational Health Manager System</i>	The PACS includes a standard Practice Management interface and standard EHR interface. Assume can be done via HL7.
<i>2. Optional – compatibility with NextGen Practice Management System</i>	The PACS includes a standard Practice Management interface and standard EHR interface. Assume can be done via HL7.
<b>G. Training</b>	Comprehensive training will be provided for all users of system
<i>i. Admin – 3 users</i>	Focus will be on PACS system, network, and administration
<i>ii. Radiology Tech – 2 users</i>	Focus will be on the DR image console, techniques and x-ray equipment
<i>iii. General Users/Physicians – 2 users</i>	Focus will be on image manipulation and software familiarity
<b>H. Installation/Implementation</b>	
<i>i. Provide details on installation and implementation</i>	Please refer to Section 3
<b>I. Compliance</b>	
<i>i. HIPAA/HITECH – Provide details and information regarding HIPAA/HITECH or any current or future State or Federal standard compliance and the security of remote image viewing/transmission and transcription editing/viewing/transmission</i>	All regulatory guidelines are followed and HIPAA compliant. Users must log on to a system with an ID and password. Users can define the length of time the GUI remains visible before the display blanks. Images captured by the DR are only sent to pre-defined destinations, the primary one being an archive. Archived images are subsequently distributed where needed. On an ad hoc basis, users can send images from the DR Console to other resources to which the DR system has been given access defined on the imaging network. For remote service support a secure VPN is required and not included in this quote. The net result is that the system is fully compliant with all HIPAA requirements for data integrity and security. DICOM conformance statement is available upon request.
<i>ii. DICOM, HL7, other transmission standards – Provide details and information regarding compliance with DICOM, HL7, or any other transmission standards necessary</i>	DICOM compliant, see I.i. above.
<i>iii. State Law – Must pass any state licensing for radiological</i>	Please refer to Section I.i.

November 18, 2010

<p><b>J. Construction/Engineering</b></p> <p>i. Provide details for replacement and any build-out or construction requirements for replacement unit. Bidder conference will allow for walkthrough and examination of the area of construction and/or removal.</p>	<p>Spectrum Medical X-Ray will provide fully detailed CAD plans for x-ray room layout, including electrical and network requirements. As a quick reference, a wall support is required for the C-Arm structure. A 3-phase, 480V, 90A supply of power is required to power the x-ray generator. (It appeared during walk-through that existing power is sufficient, but this needs to be confirmed). In addition, a single phase, 230V, 3A supply is required for the C-Arm structure. For the other components/parts included in this quote, standard office power is sufficient.</p>
<p>ii. Include power, UPS, or any other infrastructure, construction and engineering considerations</p>	<p>See J. i. above. UPS should be provided for Physician's Work Station by customer.</p>
<p><b>K. Disposal/Removal</b></p> <p>i. Disposal and removal of all old x-ray equipment, film processing equipment and chemicals</p>	<p>Comply</p>
<p><b>L. Interfaces</b></p> <p>i. Required Interfaces</p>	
<p>a. Occupational Health System</p>	
<p>1. Occupational Health Manager – OHM Unique Software Solutions</p>	<p>The PACS includes a standard Practice Management interface and standard EHR interface, however, PACS does not support billing</p>
<p>a. Ordering/Results/Billing</p>	
<p>b. System hosted within the city infrastructure</p>	
<p>b. Health Department Practice Management System</p>	
<p>1. NexGen Practice Management System</p>	<p>The PACS includes a standard Practice Management interface and standard EHR interface, however, PACS does not support billing</p>
<p>a. Ordering/Results/Billing</p>	
<p>b. Transcription Modules and/or Interfaces</p>	
<p>c. System is hosted within city infrastructure</p>	
<p><b>M. Maintenance and Service</b></p>	<p>Please refer to Section 4</p>
<p>i. Service Level Agreement (SLA)</p>	
<p>a. Indicate terms and details of service to include:</p>	
<p>1. Turn-around-time (TAT) for support calls</p>	
<p>2. Times to support (24/7, 5x8x5, etc.)</p>	
<p>3. Downtime procedure</p>	
<p>4. Cost Pricing Options</p>	
<p>ii. Preventative Maintenance (PM)</p>	
<p>a. Indicate terms and details of Preventative Maintenance to include:</p>	
<p>1. Frequency/Schedule, details of PM or calibrations</p>	
<p>2. Cost Pricing Options</p>	

## 6 CLIENT REFERENCES

Please keep references confidential

**HealthCare Partners**

[www.healthcarepartners.com](http://www.healthcarepartners.com)

Address:

19191 S. Vermont Avenue, Suite 200  
Torrance, CA 90502

Contact: Tim Cardona, Director of Radiology  
Telephone: (310) 354-4466

**Radnet, Inc.**

[www.radnet.com](http://www.radnet.com)

Address:

1516 Cotner Avenue  
Los Angeles, CA 90025

Contact: Derek Bomar  
Telephone: (310) 445-2828

**Preferred Diagnostic Imaging**

Address:

10230 E. Artesia Boulevard, Suite 100  
Bellflower, CA 90706

Contact: Ric Revero, Director of Radiology  
Telephone: (562) 461-2585

## 7 NOTES

**Notes:**

- Installation of equipment and one day Application Training included (training to be scheduled for a date following completion of installation)
- Customer responsible for room preparation, including but not limited to, structural, electrical, radiation shielding, network preparation/connection, etc.
- In order for Spectrum to complete installation, the following requirements must be met (**not part of SMXC scope**):
  1. **Network:** A live Ethernet network must be in place. This includes a number to be determined Cat5 or better network drops in x-ray control area, Cat5 or better network drops for the PACS Archive Station, and Cat5 or better network drops for each Workstation that will be used as the a Physician's Clinical Viewing Station. If images are to be sent for over-read by a radiologist via Internet, a secure connection (VPN-Virtual Private Network) must be provided by customer.
  2. **Power:** Standard 110VAC/15amp outlets for the DR System, outlet for the PACS Archive Station, and outlets for each of the Physician's workstations. A 3-phase, 480V, 90A supply of power is required to power the x-ray generator. In addition, a single phase, 230V, 3A supply is required for the C-Arm structure.

**Invitation to Bid**

**Signed Documents**

BID NUMBER PA-00311

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



**INVITATION TO BID**

**DIGITAL X-RAY SYSTEM**

**CONTRACT NO.** \_\_\_\_\_

**1. COMPLETE CONTRACT:**

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

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

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

**3. AMOUNT TO BE PAID:**

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

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

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

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

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

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: SANTA MONICA CITY CA STATE ON THE 15 DAY OF November MONTH, 20 10

COMPANY NAME: SPECTRUM MEDICAL X-RAY CO. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1721 STEWART ST. CITY: SANTA MONICA STATE: CA ZIP: 90404

PHONE: 310-828-6161 FAX: 310-828-6400

S/ [Signature] (SIGNATURE) CEO - PRESIDENT (TITLE)

FRANK BAROI (PRINT NAME) frank@spectrumxray.com (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)

\_\_\_\_\_  
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY \_\_\_\_\_  
Director of Financial Management

Date \_\_\_\_\_

APPROVED AS TO FORM  
\_\_\_\_\_, 20\_\_\_\_  
ROBERT E. SHANNON  
CITY ATTORNEY

Deputy

**BID NUMBER PA-00311**

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

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

**Legal Form of Bidder:**

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

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

**OPTIONAL**

**Ethnic (Check one):**

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

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

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

Is the firm certified as a Disadvantaged Business:  Yes  No

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

Yes  No

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

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

PURCHASING DIVISION

## **PA-00311 DIGITAL X-RAY SYSTEM ADDENDUM NO. 1**

October 26, 2010

To All Prospective Bidders:

Please refer to the information below regarding changes to the Invitation to Bid Number PA-00311 for a Digital X-Ray System.

Due to the extent of the questions presented at the site walk-thru/pre-bid conference on October 26, 2010, all questions must be submitted in writing. Please submit all questions via e-mail to: [yvonne.lucas@longbeach.gov](mailto:yvonne.lucas@longbeach.gov) by November 2, 2010 at 5:00 p.m. Responses to the questions will be posted no later than November 9, 2010 by 5:00 p.m. The bid due date is extended to November 18, 2010 at 11:00 a.m.

**All questions must be submitted in writing.**

**Deadline to submit questions: November 2, 2010 at 5:00 p.m.**

**Responses to questions available: November 9, 2010 at 5:00 p.m.**

**Bid due date: November 18, 2010 at 11:00 a.m.**

Please acknowledge receipt of this addendum by signing and including with bid.

Boorn Lunde 11/18/10  
AUTHORIZED SIGNATURE AND DATE

BOORN LUNDE / Regional Sales Manager  
PRINTED NAME AND TITLE

SPECTRUM MEDICAL X-RAY Co.  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

PURCHASING DIVISION

## **PA-00311 DIGITAL X-RAY SYSTEM ADDENDUM NO. 2**

November 9, 2010

To All Prospective Bidders:

Listed below are the questions and answers for the Invitation to Bid Number PA-00311 for a Digital X-Ray System.

1. Question: Will a network drop be available in the x-ray room?

Answer: Yes, we will coordinate the installation of any additional drops required for workstations.

2. Question: Will remote access be available to the DR computer and the PAC's computer via remote software like "Logmein" or PC-Anywhere? (for remote diagnostics)

Answer: Yes.

3. Question: Does mobile table need to be a 4 way float top and elevating?

Answer: We want a quote for the 4-way float top table. If there is another table that is compatible with the system we are being quoted, the bidders can and should include that as well.

4. Question: Would you accept CR versus DR?

Answer: No.

5. Question: What is the purpose of the additional single monitor workstation?

Answer: It would be for the x-ray technologist, so that he can view the images to make sure they are satisfactory without having to leave the patient area.

6. Question: Are we to supply the contractor and cover all room modifications?

Answer: Yes.

7. Question: Are we to supply any network cabling?

Answer: Yes, for anything other than the drops as mentioned in questions #1 above for additional workstations.

8. Question: Is there a minimum requirement for raid storage, how long for immediate retrieval?

Answer: No minimum. Only as required by law and OH record retention requirements. Archives should be accessible and easily retrievable.

9. Question: Do you require a RIS?

Answer: No.

10. Question: Do you require (2) DVD/CD burners?

Answer: No, just one.



11. Question: Will there be a time that you will need the panel to be out of the bucky tray to image, such as Wheelchair work?

Answer: Possibly.

Please acknowledge receipt of this addendum by signing and including with bid.

Bjorn Lunde 11/18/10  
AUTHORIZED SIGNATURE AND DATE

BJORN LUNDE / REGIONAL SALES MANAGER  
PRINTED NAME AND TITLE

SPECTRUM MEDICAL X-RAY CO.  
COMPANY

**Attachment B**

**EQUAL BENEFITS ORDINANCE**

**Signed Compliance Documents**

---

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 that 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: FRANK BAROI Title: PRESIDENT, CEO  
Signature: Bardi Date: 11-15-2010  
Business Entity Name: SPECTRUM MEDICAL X-RAY CO.

## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: FRANK BARDI Federal Tax ID No. [REDACTED]  
Address: 1721 STEWART ST.  
City: SANTA MONICA State: CA ZIP: 90404  
Contact Person: FRANK BARDI Telephone: 310-828-6161  
Email: FRANK@SPECTRUMXRAY Fax: 310-828-6400  
.com

### Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

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

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 15 day of NOVEMBER, 2010 at SANTA MONICA, CA

Name FRANK BARBI Signature Barbi

Title PRESIDENT, CEO Federal Tax ID No. [REDACTED]



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

**PA-00311  
DIGITAL X-RAY SYSTEM  
ADDENDUM NO. 1**

October 26, 2010

To All Prospective Bidders:

Please refer to the information below regarding changes to the Invitation to Bid Number PA-00311 for a Digital X-Ray System.

Due to the extent of the questions presented at the site walk-thru/pre-bid conference on October 26, 2010, all questions must be submitted in writing. Please submit all questions via e-mail to: [yvonne.lucas@longbeach.gov](mailto:yvonne.lucas@longbeach.gov) by November 2, 2010 at 5:00 p.m. Responses to the questions will be posted no later than November 9, 2010 by 5:00 p.m. The bid due date is extended to November 18, 2010 at 11:00 a.m.

**All questions must be submitted in writing.**

<b>Deadline to submit questions:</b>	<b>November 2, 2010 at 5:00 p.m.</b>
<b>Responses to questions available:</b>	<b>November 9, 2010 at 5:00 p.m.</b>
<b>Bid due date:</b>	<b>November 18, 2010 at 11:00 a.m.</b>

Please acknowledge receipt of this addendum by signing and including with bid.

\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

PURCHASING DIVISION

## **PA-00311 DIGITAL X-RAY SYSTEM ADDENDUM NO. 2**

November 9, 2010

To All Prospective Bidders:

Listed below are the questions and answers for the Invitation to Bid Number PA-00311 for a Digital X-Ray System.

1. Question: Will a network drop be available in the x-ray room?

Answer: Yes, we will coordinate the installation of any additional drops required for workstations.

2. Question: Will remote access be available to the DR computer and the PAC's computer via remote software like "Logmein" or PC-Anywhere? (for remote diagnostics)

Answer: Yes.

3. Question: Does mobile table need to be a 4 way float top and elevating?

Answer: We want a quote for the 4-way float top table. If there is another table that is compatible with the system we are being quoted, the bidders can and should include that as well.

4. Question: Would you accept CR versus DR?

Answer: No.

5. Question: What is the purpose of the additional single monitor workstation?

Answer: It would be for the x-ray technologist, so that he can view the images to make sure they are satisfactory without having to leave the patient area.

6. Question: Are we to supply the contractor and cover all room modifications?

Answer: Yes.

7. Question: Are we to supply any network cabling?

Answer: Yes, for anything other than the drops as mentioned in questions #1 above for additional workstations.

8. Question: Is there a minimum requirement for raid storage, how long for immediate retrieval?

Answer: No minimum. Only as required by law and OH record retention requirements. Archives should be accessible and easily retrievable.

9. Question: Do you require a RIS?

Answer: No.

10. Question: Do you require (2) DVD/CD burners?

Answer: No, just one.

11. Question: Will there be a time that you will need the panel to be out of the bucky tray to image, such as Wheelchair work?

Answer: Possibly.

Please acknowledge receipt of this addendum by signing and including with bid.

\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY



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



**INVITATION TO BID**  
**DIGITAL X-RAY SYSTEM**

**CONTRACT NO.** \_\_\_\_\_

**1. COMPLETE CONTRACT:**

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

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

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

**3. AMOUNT TO BE PAID:**

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

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

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

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

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

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

**EXECUTED AT:** \_\_\_\_\_ **ON THE** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, **20** \_\_\_\_\_.

CITY

STATE

MONTH

**COMPANY NAME:** \_\_\_\_\_ **TIN:** \_\_\_\_\_

(FEDERAL TAX IDENTIFICATION NUMBER)

**STREET ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)

(PRINT NAME)

(EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)

(PRINT NAME)

(EMAIL ADDRESS)

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

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

**THE CITY OF LONG BEACH**

**BY** \_\_\_\_\_ **Director of Financial Management** \_\_\_\_\_ **Date** \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_, 20\_\_\_\_\_  
ROBERT E. SHANNON  
CITY ATTORNEY

\_\_\_\_\_  
Deputy

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

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

**Legal Form of Bidder:**

- Corporation  State of \_\_\_\_\_  
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.

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

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

### 8. PAYMENT:

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

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

### 9. SAFETY APPROVAL:

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

### 10. BUSINESS LICENSE:

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

**INSTRUCTIONS TO BIDDERS**

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

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

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

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

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

**SUBCONTRACTORS**

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

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

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

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

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

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

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

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

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

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

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

**SUBMIT TO:**

**CITY OF LONG BEACH**

**CITY CLERK**

**333 WEST OCEAN BLVD., PLAZA LEVEL**

**LONG BEACH, CA 90802**

**BID DUE DATE: NOVEMBER 2, 2010**

**TIME: 11:00 A.M.**

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

**A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

YVONNE A. LUCAS 562/570-6039  
BUYER TELEPHONE NUMBER

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

YVONNE A. LUCAS 562/570-6039  
DEPARTMENT CONTACT TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

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

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

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

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

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

**INSTRUCTIONS TO BIDDERS**

**18. INTER-AGENCY PARTICIPATION:**

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

## CONTRACT – GENERAL CONDITIONS

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

## CONTRACT – GENERAL CONDITIONS

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

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



## CONTRACT – GENERAL CONDITIONS

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

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

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

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

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

## CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

## **SPECIFICATIONS**

### **BACKGROUND**

The City of Long Beach, Department of Health & Human Services, Occupational Health and Tb Clinics perform approximately 3500 x-ray studies (1-5 views per study) annually. In addition, we are required by State and Federal law to keep employees' x-rays for the duration of their employment plus 30 years. We are seeking to upgrade and modernize our x-ray capabilities by replacing the current outdated system, as well as decrease costs for storage of x-ray films by digitizing existing x-rays. System requirements include the ability to burn CDs for patients to take to other facilities, print x-ray film images when required, and the ability to utilize remote radiology interpretation and reporting.

### **CONTRACT**

The contract is to furnish, deliver and install a new digital x-ray system.

### **BASIS OF AWARD OF CONTRACT**

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the product or services proposed by any bidder hereunder.

### **MANDATORY SITE WALK-THRU/PRE-BID CONFERENCE**

DATE: October 26, 2010  
TIME: 10:00 A.M.  
LOCATION: City of Long Beach  
Department of Health and Human Services  
2525 Grand Avenue  
Long Beach, CA 90815  
CONTACT: Purchasing Division 562/570-6200

It is mandatory that all prospective bidders have a representative present at the Pre-Bid Conference. No bid will be accepted from a bidder who fails to attend the Pre-Bid Conference. Bidders will be required to sign-in at the Pre-Bid conference. Any addendum to the bid as a result of the Pre-Bid Conference shall be posted on the Purchasing web page at: [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing). Addendums shall be posted up to a minimum of three business days prior to the bid closing date. Bidders must submit all addendums with their bids or the bid will be rejected.

## SPECIFICATIONS

### BOND PROVISIONS

#### **FAITHFUL PERFORMANCE BOND**

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete) \$ \_\_\_\_\_ (which is 100% of the Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The bond shall be submitted on the form included herein or obtained at the Office of the City Purchasing Agent (address above).

#### **NOTARIAL ACKNOWLEDGEMENTS REQUIRED WITH BOND**

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

### QUALIFICATIONS OF BIDDERS

Each bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing digital x-ray systems by the use of its own trained and qualified employees, equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to provide the services required under this Contract.

### REFERENCES AND QUALIFICATION REQUIREMENTS

Bidder must present evidence indicative of its ability to provide the specified product or services to the satisfaction of the City. Failure to include the following information may cause the bid to be deemed non-responsive if the City has no prior experience with bidder.

**Client References:** Bidder shall furnish on a separate sheet of paper a list of three (3) recent customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar product or services. The City intends to contact these customers to determine reliability, bidder's performance, service and other information.

### SITE INSPECTION

Bidders shall examine the locations, physical conditions and surroundings of the proposed location to determine the extent to which these factors will influence or effect performance of work. Failure to inspect sites shall not relieve Contractor from fulfilling the obligations of the Contract.

## SPECIFICATIONS

### DESCRIPTION OF REQUIREMENTS

#### **A. C-arm single detector/x-ray tube w/imaging plate**

- i. High frequency generator (64 kW, 480 V input power)
- ii. Mobile radiographic table
- iii. Technician viewing station
- iv. DVD/CD Image Burner

#### **B. Physician Viewing Stations/Workstations**

- i. 2 Physician Workstations with 2 High Resolution monitors per workstation
- ii. 1 additional single monitor workstation
- iii. DVD/CD Image Burner
- iv. Note: add unit pricing for additional physician and monitoring stations

#### **C. Technology and System Requirements**

- i. Minimum 5 concurrent user license (also quote per license cost if acquired individually)
- ii. Please provide all details related to Hosted or Self-Hosted solutions including Server and Networking Requirements and Recommendations. Detail server and networking requirements to implement system. To include, but not limited to:
  - a. Server Configuration
  - b. OS/Database Versions Requirements
  - c. RAID Requirements
  - d. Report module software
  - e. Archival Capabilities – Technology, Capacity, Supported Formats
  - f. System and Image Backup and off-site storage recommendations
  - g. Image Distribution

## **SPECIFICATIONS**

h. Image Storage

i. VM Support

### **D. Printer (Dry film imager)**

- i. Ability to print film image from digital x-ray study.
- ii. Provide estimated cost per film to print.

### **E. Transcription**

- i. Indicate whether a transcription is available and/or part of the system and details on functionality. Including, web-based access for outside viewing/reading of films and transcription.

### **F. Existing Film Archive Solution**

- i. Ability to digitize existing x-ray films for easier storage and for comparison to new digital films. Approximately 200 boxes of 100 films per box.
  - a. Scan Films and attach to patient record
    1. Required – compatibility with Occupational Health Manager System
    2. Optional – compatibility with NextGen Practice Management System
  - b. Scan Transcripts and attach to patient record.
    1. Required – compatibility with Occupational Health Manager System
    2. Optional – compatibility with NextGen Practice Management System

### **G. Training**

- i. Admin – 3 Users
- ii. Radiology Tech – 2 Users
- iii. General Users/Physicians – 2 Users

### **H. Installation/Implementation**

## **SPECIFICATIONS**

- i. Provide details on installation and implementation.

### **I. Compliance**

- i. HIPAA/HITECH - Provide details and information regarding HIPAA/HITECH or any current or future State or Federal standard compliance and the security of remote image viewing/transmission and transcription editing/viewing/transmission.
- ii. DICOM, HL7, other transmission standards – Provide details and information regarding compliance with DICOM, HL7, or any other transmission standards necessary.
- iii. State Law – Must pass any state licensing for radiological.

### **J. Construction/Engineering**

- i. Provide details for replacement and any build-out or construction requirements for replacement unit. Bidder conference will allow for walkthrough and examination of the area of construction and/or removal.
- ii. Include power, ups, or any other infrastructure, construction and engineering considerations.

### **K. Disposal/Removal**

- i. Disposal and removal of all old x-ray equipment, film processing equipment and chemicals.

### **L. Interfaces**

Indicate method and costs for providing the interfaces indicated.

- i. Required Interfaces
  - a. Occupational Health System
    - 1. Occupational Health Manager – OHM Unique Software Solutions
      - a. Orders/Results/Billing
      - b. System hosted within the city infrastructure.
  - b. Health Department Practice Management System
    - 1. NextGen Practice Management System

## **SPECIFICATIONS**

- a. Orders/Results/Billing
- b. Transcription Modules and/or Interfaces
- c. System is hosted within city infrastructure

### **M. Maintenance and Service**

#### **i. Service Level Agreement ( SLA )**

##### **a. Indicate terms and details of service to include,**

- 1. Turn-around-time (TAT) for support calls
- 2. Times of support (24x7, 5x8x5, etc.)
- 3. Downtime Procedures
- 4. Cost Pricing Options

#### **ii. Preventative Maintenance (PM)**

##### **a. Indicate terms and details of Preventative Maintenance to include:**

- 1. Frequency/Schedule, details of PM or Calibrations.
- 2. Cost Pricing Options



## BID SECTION

---

WE ARE PLEASED TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID TERMS, CONDITIONS AND SPECIFICATIONS TO FURNISH, DELIVER AND INSTALL A NEW DIGITAL X-RAY SYSTEM.

---

Project costs options should be presented as (1) Straight Purchase, (2) Lease to Purchase, and (3) a la Carte. Include details on required payment plan schedules, deposits, upfront payments, and payment upon completion details.

Detailed costs for each option should include at minimum the following along with any optional services, features, or equipment as "a la Carte".

Detailed Cost Options to include:

- a. Software/Hardware Costs
- b. Install/setup/labor fees
- c. Engineering/Constructions Fees (Electrical, Construction, Data, UPS, Generator, Removal, Disposal)
- d. Equipment, Supplies, Chemical Removal Fees
- e. Annual Software/OS/License Charges (Include approximate cost of future upgrades)
- f. Software Configuration and Implementation
- g. Training and Follow-up Training for up to 4 staff
  1. Physician Training
  2. Technician Training
  3. System Administration Training
- h. 3 month review of system by vendor for feature/system tuning and refinement
- i. All Applicable Discounts/Government Discounts
- j. Complete System/Bundling Discounts
- k. Support/Maintenance
- l. Total cost of ownership for 5 years
- m. Standard manufacturer warranty
- n. Extended warranty

Bids for refurbished systems will also be accepted; and must be clearly labeled as "REFURBISHED".

**BID SECTION**

**Attachment A**

**BOND FORM**

BID NO: \_\_\_\_\_  
BOND NO: \_\_\_\_\_

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_,  
as PRINCIPAL, and \_\_\_\_\_, located at \_\_\_\_\_,  
a corporation, incorporated under the laws of the  
State of \_\_\_\_\_, admitted as a surety in the State of California and authorized to transact business in the State of California, as  
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation. In the sum of \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the \_\_\_\_\_, and  
is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR / PRINCIPAL  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Approved as to sufficiency this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

ROBERT E. SHANNON, City Attorney

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
City Manager / City Engineer

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

**Attachment B**

**EQUAL BENEFITS ORDINANCE**

## **EQUAL BENEFITS ORDINANCE DISCLOSURE**

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor that 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: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

## Section 1. CONTRACTOR/VENDOR INFORMATION

Name: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

## 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_,

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ORDINANCE NO. ORD-09-0036

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 90802-4684

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

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 ///

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  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

enforcement of this Chapter.

**2.73.080 Employee complaints to City.**

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

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

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

**2.73.090 Remedies.**

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

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

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

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

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4684

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

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

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

11  
12           Section 2.    The City Clerk shall certify to the passage of this ordinance by  
13 the City Council and cause it to be posted in three (3) conspicuous places in the City of  
14 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the  
15 Mayor.

16    ///  
17    ///  
18    ///  
19    ///  
20    ///  
21    ///  
22    ///  
23    ///  
24    ///  
25    ///  
26    ///  
27    ///  
28    ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

BID NO: PA-00311  
BOND NO: 41236912

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Spectrum Medical X-Ray Co., Inc.  
as PRINCIPAL and Platte River Insurance Company  
California Bl Ste 300 Walnut Creek, CA 94596, located at 2121 N.  
State of Nebraska, admitted as a surety in the State of California and authorized to transact business in the State of California, as  
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation in the sum of  
Three Hundred Thirty Seven Thousand Two Hundred Sixty Three DOLLARS  
(\$ 337,263.00) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the Digital X-Ray Systems  
and  
is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 27th day of October, 2011.

Spectrum Medical X-Ray Co., Inc.

Platte River Insurance Company

CONTRACTOR / PRINCIPAL  
By: Faramarz Bardi  
Name: Faramarz Bardi  
Title: President  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SURETY  
By: Gabby Acosta  
Name: Gabby Acosta  
Title: Attorney-in-Fact  
Telephone: (818) 227-2620

Approved as to form this 21st day of Nov, 2011  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Deputy

Approved as to sufficiency this 30 day of Nov, 2011  
Assistant City Manager  
By: [Signature]  
City Manager / City Engineer

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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