

Vista Paint Corporation
2020 E. Orangethorpe Avenue, Suite 210
Fullerton, CA
(714) 680-3800
(714) 680-3340 Fax

Certified Resolution

I, Eddie R. Fischer, CEO and Secretary of the Vista Paint Corporation ("Vista"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at the special meeting of the Board of Directors of Vista duly held and convened on January 13, 2010 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that Eddie R. Fischer, CEO and Secretary of Vista, as the sole signatory, is empowered to execute and deliver in the name and on behalf of Vista any bid and/or contract for Vista to work as a contractor or supplier for any project, and any amendments or revisions related to any said bid or contract.

RESOLVED, that Joseph Wittenberg, Vice President of Sales/Stores/Marketing for Vista, as the sole signatory, is empowered to execute and deliver in the name and on behalf of Vista any bid and/or contract for Vista to work as a contractor or supplier for any project, and any amendments or revisions related to any said bid or contract.

IN WITNESS THEREOF, the undersigned has affixed his signature and the corporate seal of Vista this 13th day of January 2010.

Signature: Eddie R. Fischer CEO

Printed name: Eddie R. Fischer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Jan. 13, 2010 before me, Patricia Sue Hoag, Notary Public

personally appeared Eddie R. Fischer



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia Sue Hoag

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certified Resolution

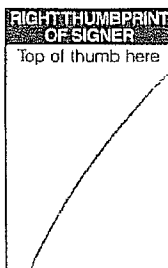
Document Date: Jan. 13, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eddie R. Fischer

- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

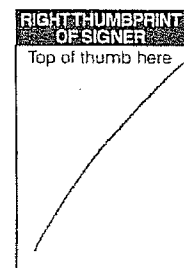


Signer Is Representing: _____

Vista Paint Corp.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

BID NUMBER LB-14-009

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

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

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

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____ NA - California Entity,
Residing in CA

County of _____

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

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 Julissa Jose-Murray at 562-570-6869 for assistance with the form.

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

D. Indemnity

- a. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- b. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
- c. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- d. The provisions of this Section shall survive the expiration or termination of this contract.

- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

SPECIAL CONDITIONS

**PROVIDING PAINT, INCLUDING MARINE PAINT AND RELATED SUPPLIES.
AIR TOOLS, HAND TOOLS, OR TOOL ACCESSORIES WILL NOT BE SOLD ON
THIS CONTRACT.**

CONTRACT PERIOD

Twenty-four months after date of award or from the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one (1) year each in accordance with terms and conditions stated herein.

In addition, it is agreed that if the City intends to exercise its extension option for the two additional one year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

BASIS OF AWARD

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

VENDOR CONTACT INFORMATION:

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name).

Contact Name: Maurice Green

Contact Direct Phone: 310-527-1539

Contact Cell: 310-527-1539

Contact Fax: Long Beach Store: 562-531-2965

Contact E-mail: mgreen@vistapaint.com

REFERENCES

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

BOND PROVISIONS N/A

SPECIAL CONDITIONS

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Relations Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Relations Bureau Manager by the close of the business on the third (3rd) business day.

The Business Relations Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information. This decision shall be final.

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

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

DELIVERY

Delivery shall include all handling, inside delivery and unloading charges to the various Departments of the City. The City reserves the right to make award based on delivery time quoted.

Delivery shall be made within twenty-four hours after receipt of order.

SPECIAL CONDITIONS

WILL CALL

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

SHIPPING INSTRUCTIONS

The Contractor shall arrange delivery with the City of Long Beach. Include all freight, shipping and handling, unloading charges to various departments in the unit price. Purchase orders are not restricted to one delivery location within the City of Long Beach. The City reserves the right to make award based on delivery time quoted.

MINIMUM ORDERS

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

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

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

ON-LINE ORDERING AND CATALOGS

Does your company currently have on-line ordering: Yes _____ No X

If the answer is no, does your company plan to have on-line ordering within the next twelve (12) months: Yes _____ No X

If your company currently provides on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the Bidder's on-line catalog and internet ordering (including the web address/URL).

ALTERNATES OR EXCEPTIONS

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

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

SPECIAL CONDITIONS

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

PRICING

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. **No price increases will be allowed during the first twenty-four (24) months of the Contract.** Prices shall be in accordance with those extended to other governmental agencies. Prices quoted must exclude State and City sales tax, and Federal excise tax. Prices must include all freight, shipping and handling, inside delivery and unloading charges to various departments, within the City of Long Beach, in the unit price.

PAYMENT REQUIREMENTS

The Contractor shall provide the invoice to the City with each billing. The invoice shall be sent to the Department contact. If the purchase order does specify the Department contact and address, the Contractor is responsible for obtaining the name and address of the Department contact upon order.

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

THE CITY WILL NOT PAY BASED ON THESE INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on the Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

SPECIAL CONDITIONS

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor shall provide a Material Safety Data Sheet (MSDS) as required by California General Industry Safety Order 5194 for all products that contain hazardous substances with the products shipped.

SUPPLEMENTAL CONDITIONS

Contact: How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.

Maurice Green via cell phone - 310-527-1539

LOCATION

The Contractor must be located or have satellite warehouse within a 5-mile radius from the City of Long Beach.

FACILITY LOCATION: Address of the nearest store or distribution center:

3405 E. Artesia Blvd

Long Beach, CA 90805

CATALOGS AND MISCELLANEOUS PURCHASES: Contractor shall submit current catalogs and/or price lists with bid. The various City departments shall be authorized to purchase miscellaneous items up to a maximum of \$250 per order. The catalog shall be used to purchase items that are not specifically listed in the bid.

Catalog No. Oct 2013, dated 10/22/2013, 20-53% % discount

BID SECTION

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

SALES TAX

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

SUMMARY OF BID ITEMS

Include all freight, shipping and handling, inside delivery and unloading charges to various departments, within the City of Long Beach, in the unit price. Please bid all items in these sections. Failure to do so may disqualify bid.

SECTION I

A. INTERIOR AND EXTERIOR PAINTS

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
01	GL	Exterior, 100% acrylic enamel, semi-gloss w/color retention, mildew resistant, strong adhesive durability, deep base white and stock colors, Dunn-Edwards W901 series or approved equal. State brand quoting: <u>Vista Acriglo 7000</u>	\$ <u>74.24</u>	100033/200033 5 gallon can
			\$ <u>15.56</u>	100032/200032 1 gallon can
02	GL	Exterior, vinyl-acrylic w/color retention mildew resistant, strong adhesive durability, deep base white and stock colors, Dunn-Edwards W201 series or approved equal. State brand quoting: <u>Vista Duraglide 1000</u>	\$ <u>55.00</u>	100005 5 gallon can
			\$ <u>11.00</u>	100004 1 gallon can
03	GL	Exterior, gloss finish, water based, corrosion resistant, alkyd emulsion enamel, Vista Protec Alkyd Emulsion #9900 Gloss finish/White-P, or approved equal. State brand quoting: <u>Vista Protec 9900</u>	\$ <u>112.50</u>	100225 5 gallon can
			\$ <u>22.95</u>	100224 1 gallon can
04	GL	Exterior, semi-gloss finish, water based, corrosion resistant, alkyd emulsion enamel, Vista Protec Alkyd Emulsion #9800 Semi-Gloss finish A, or approved equal. State brand quoting: <u>Vista Protec 9800</u>	\$ <u>117.50</u>	200223 5 gallon can
			\$ <u>23.95</u>	200222 1 gallon can

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
				100182
05	GL	Undercoat, 100% acrylic enamel, Dunn-Edwards W707 or approved equal.	\$ <u>69.07</u>	5 gallon can
			\$ <u>14.55</u>	100105 1 gallon can
		State brand quoting: <u>Vista Acrylic Primer 188</u>		
				100005
06	GL	Interior, vinyl acrylic wall paint, flat, Dunn-Edwards W401 or approved equal.	\$ <u>55.00</u>	5 gallon can
			\$ <u>11.00</u>	100004 1 gallon can
		State brand quoting: <u>Vista Duraglide 1000</u>		
				100033/200033
07	GL	Interior, 100% acrylic enamel, semi-gloss Dunn-Edwards W450 or approved equal.	\$ <u>74.24</u>	5 gallon can
			\$ <u>15.56</u>	100032/200032 1 gallon can
		State brand quoting: <u>Vista Acriglo 7000</u>		
				100027/200027
08	GL	Enamel, floor and deck, grey, pure acrylic w/epoxy, Ellis #1106 or approved equal.	\$ <u>16.20</u>	1 gallon can
		State brand quoting: <u>Vista Acripoxy 400</u>		
				100084
09	GL	Enamel, Aluminum Kwik-Silver #323, aluminum protective coating or approved equal.	\$ <u>24.95</u>	1 gallon can
		State brand quoting: <u>Vista Permakote 5800</u>		
				100404
10	GL	Interior, oil based, semi-gloss	\$ <u>22.20</u>	1 gallon can
		State brand quoting: <u>Vista Aqua Fusion 9400</u>		
				100405
11	GL	Enamel, oil based, alkaloid, exterior trim.	\$ <u>107.10</u>	5 gallon can
		State brand quoting: <u>Vista Aqua Fusion 9400</u>		
				100304/200304
12	GL	Exterior, latex for stucco	\$ <u>58.00</u>	5 gallon can
		State brand quoting: <u>Vista Coverall 2200</u>		

SECTION II
B. SPRAY PAINTS

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
				100127
13	CN	Spray Paint – assorted stock colors, gloss, 13 oz can, Krylon or approved equal.	\$ <u>2.16</u>	per can
		State brand quoting: <u>Aervoe Zynolyte Spray Paint - 10oz</u>		
				100136
14	CN	Aerosol Paint – assorted stock colors, upside down, 17 oz can, Aervoe or approved equal.	\$ <u>2.71</u>	per can
		State brand quoting: <u>Aervo Survey Marking Paint - 17oz</u>		

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
15	CN	Spray Paint – assorted stock colors, flat, 12 oz can State brand quoting: <u>Aervoe Zynolyte Spray Paint - 10oz</u>	\$ <u>2.16</u>	100127 per can
16	CN	Spray paint – assorted stock colors, gloss, 12 oz can. State brand quoting: <u>Aervoe Zynolyte Spray Paint - 10oz</u>	\$ <u>2.16</u>	100127 per can
17	CN	Spray paint – Chalk, White, Marking 17 oz. can, Aervoe White Ground Traffic #215, or approved equal. State brand quoting: <u>Aervoe 215 White Marking Chalk - 15oz</u>	\$ <u>2.78</u>	141-1020 per can
18	CN	Spray paint – Chalk, Yellow, Marking, 17 oz. can, Aervoe Yellow Ground Traffic #218, or approved equal. State brand quoting: <u>Aervoe 218 Yellow Marking Chalk - 15oz</u>	\$ <u>2.78</u>	141-1025 per can
19	CN	Spray paint – Zero-Rust Aerosol, Gray #28-61, 12 oz can, or approved equal (sample required before quoting). State brand quoting: <u>Aervoe Rust Proof Anyway Paint - 12oz</u> or Aervoe Zynolyte Multi Purpose Primer - 11oz	\$ <u>3.09</u>	per can 141-235 (361) 141-982 (349) 141-320 (333) \$2.64 per can
				161-183 (Z8072)
				161-2069 (Z8070)

SECTION III
C. PAINT TINT

UNIT PRICES ARE PER ONE-GALLON CAN UNLESS OTHERWISE INDICATED. COLORS AND STOCK NUMBERS ARE FOR COLORTREND BY TENNCO BIDDER IS REQUESTED TO BID COLORTREND OR APPROVED EQUAL.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>	
20	QT	Perm Yellow (AK)	GP8804	\$ NO BID	These are OLD colorant parts.
21	QT	Chrome Oxide (K)	GP8805	\$ THIS SECTION	
22	QT	Thalo Green (D)	GP8811	\$	
23	QT	Thalo Blue (E)	GP8814	\$	
24	QT	Red Iron Oxide (F)	GP8835	\$	
25	QT	Stay Fast Red (H)	GP8887	\$	
26	QT	Brown Iron Oxide (I)	GP8872	\$	
27	QT	Gabibzol Violet (J)	GP8895	\$	
28	QT	Per Cal Orange (GX)	GP8879	\$	
29	QT	Raw Umber (L)	GP8809	\$	
30	QT	Yellow Oxide ©	GP8810	\$	
31	QT	Lamp Black (B)	GP8807	\$	

BID SECTION

SECTION IV

D. INDUSTRIAL PAINT

UNIT PRICES ARE PER ONE-GALLON CAN UNLESS OTHERWISE INDICATED. COLORS AND STOCK NUMBERS ARE FOR ELLIS PAINT. BIDDER IS REQUESTED TO BID ELLIS PAINT OR APPROVED EQUAL.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>
32		Enamel, White	1100	\$ 22.95	Vista 9900 Protec 100224
33		Enamel, Green	1127	\$ 26.95	Vista 9900 Protec 010997801
<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>
34		Enamel, Blue	1164	\$ 26.95	Vista 9900 Protec 010997001
35		Enamel, Orange	1115	\$ 26.95	Vista 9900 Protec 010997601
36		Enamel, Red	1110	\$ 26.95	Vista 9900 Protec 010997501
37		Primer, Gray (H)	683	\$ 26.95	Vista 9600 Protec 100227
38		Primer, Red oxide	682	\$ 26.95	Vista 9600 Protec 010961001

SECTION V

E. MARINE PAINTS AND SUPPLIES

UNITPRICES ARE PER ONE GALLON CAN UNLESS OTHERWISE INDICATED.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	
39	GL	Woolsey Waterbax Neptune II-50 or approved equal. State brand quoting: _____		\$ no bid	1 gallon can
40	GL	Multitox B50 Sloughing or approved equal. State brand quoting: _____		\$ no bid	1 gallon can
41	GL	Supertox B70 Hard Antifoaling or approved equal. State brand quoting: _____		\$ no bid	1 gallon can
42	GL	Marine Top Side Enamel 100 or approved equal. State brand quoting: _____		\$ no bid	1 gallon can
43	GL	Fiberglass Non-sanding primer, 2-part, P619 A&B State brand quoting: _____		\$ no bid	1 gallon can
44	GL	Marine undercoat 105 State brand quoting: _____		\$ no bid	1 gallon can

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
45	GL	Marine undercoat U-109, 2-part A&B State brand quoting: _____	\$ <u>no bid</u>	1 gallon can
46	GL	Linear Polyurethane LP100, 2-part A&B State brand quoting: _____	\$ <u>no bid</u>	1 gallon can
47	GL	Aquabrite Waterbase Top Side Enamel 2105 or approved equal. State brand quoting: _____	\$ <u>no bid</u>	1 gallon can
48	GL	Flag Ship marine Varnish 2015 or approved equal. State brand quoting: _____	\$ <u>no bid</u>	1 gallon can
49	GL	Glazing Putty, #4 State brand quoting: _____	\$ <u>no bid</u>	1 gallon can
50	QT	Gel Coat, 2-part A&B State brand quoting: _____	\$ <u>no bid</u>	1 quart can
51	PKG	Fiberglass Cloth & Mat State brand quoting: _____	\$ <u>no bid</u>	1 pkg

SECTION VI
F. PAINT SUPPLIES

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
52	GL	Primer, wood – exterior, acrylic, Dunn-Edwards W708 or approved equal State brand quoting: <u>Vista Uniprime 4000</u>	72.56	100062 5 gallon can
			15.05	100061 1 gallon can
53	GL	Primer, wood – exterior, oil based State brand quoting: _____	\$ <u>no bid</u>	1 gallon can
54	QT	Varnish, Interior – Velvet sheen State brand quoting: <u>Mccloskey Man O War Satin</u>	\$ <u>18.19</u>	151-22 1 quart can
55	QT	Varnish, Exterior – Spar, gloss, Dunn-Edwards or approved equal. State brand quoting: <u>Mccloskey Man O War Gloss</u>	\$ <u>18.19</u>	151-24 1 quart can
56	GL	Remover, Paint and Varnish, Certified State brand quoting: <u>Remover Jasco Premium</u>	\$ <u>20.59</u>	171-25 1 gallon can

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
57	CN	Stain, Wood – National Paint Co. or approved equal. State brand quoting: <u>Old Masters 80116</u>	\$ <u>6.44</u>	151-2329 ½ pint can
58	GL	Stain, Wood – Interior, oil based State brand quoting: <u>Valspar Stain Oil VWS0256</u>	\$ <u>9.69</u>	151-939 1 quart can
59	GL	Thinner, lacquer State brand quoting: <u>Sunnyside</u>	\$ <u>14.30</u>	171-501 1 gallon can
60	CN	Thinner, lacquer State brand quoting: _____	\$ <u>no bid</u>	12 oz can

SECTION VII
G. BRUSHES AND SUPPLIES

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
61	EA	Brush, Sash – flat, 3", nylon, 3" x ¾" x 7/16" clear length, Purdy XL-Elasco or approved equal. State brand quoting: <u>Vista</u>	\$ <u>11.53</u> 241-87	
62	EA	Brush, Sash – flat, 1", nylon, 1" x 7/16" x 2-1/4", clear length, black bristle, long handle, Purdy Nylo-Bow or approved equal. State brand quoting: <u>Vista</u>	\$ <u>4.44</u> 241-76	
63	EA	Brush, Sash – flat, 2", polyester-nylon blend, 2" x 9/16" x 2-3/4", clear length, chisel trim, long handle, Purdy Nylo-Bow or approved equal. State brand quoting: <u>Vista</u>	\$ <u>7.13</u> 241-85	
64	EA	Brush, Sash-angle, 2", polyester-nylon blend, 2" x 9/16" x 3-3/4", clear length, chisel trim, long handle, Purdy XL Glide or approved equal State brand quoting: <u>Vista</u>	\$ <u>6.92</u> 241-82	
65	EA	Brush, Sash-Angle, 2", polyester-nylon blend, 2-1/2" x 5/8" x 3", clear length, chisel trim, long handle, Purdy XL Glide or approved equal. State brand quoting: <u>Vista</u>	\$ <u>8.81</u> 241-83	
66	EA	Brush, Utility – throw away, 2-1/2 x 5/8" x 3", clear length, black bristle, Prager Comet or approved equal. State brand quoting: <u>Vista</u>	\$ <u>0.59</u> 241-94	

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
67	EA	Brush – pure bristle, 3” State brand quoting: <u>Vista</u>	\$ <u>0.65</u> 241-95
68	EA	Brush, Varnish, pure bristle, 3-1/2” State brand quoting: <u>Vista</u>	\$ <u>1.72</u> 241-96

SECTION VIII

H. MISCELLANEOUS SUPPLIES

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
69	EA	Cover, Roller – 3/8” x 9”, Purdy White Dove or approved equal. State brand quoting: <u>Vista</u>	\$ <u>1.10</u> 251-81

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
70	EA	Cover, Roller – 3/4” x 9”, Purdy Golden Eagle (9HPD) or approved equal. State brand quoting: <u>Purdy</u>	\$ <u>3.11</u> 251-174
71	EA	Cover, Roller – 1/2” x 9”, Purdy Golden Eagle (9HPD) or approved equal. State brand quoting: <u>Purdy</u>	\$ <u>3.03</u> 251-169
72	EA	Frame, Roller – 9”, 5 wire heavy duty State brand quoting: <u>Vista</u>	\$ <u>2.57</u> 251-58
73	EA	Screen, Grid – 9” (for roller buckets) State brand quoting: <u>Vista</u>	\$ <u>1.32</u> 251-192
74	EA	Tray, Paint – 12” x 16” x 3” State brand quoting: <u>Vista</u>	\$ <u>5.92</u> 251-121
75	EA	Liner, Paint – 12” x 16” x 3” State brand quoting: <u>Vista</u>	\$ <u>0.54</u> 251-122
76	EA	Tape, Masking – 1” x 60 yd State brand quoting: <u>3M</u>	\$ <u>1.17</u> 211-28
77	EA	Tape, Masking – 2” x 60 yd State brand quoting: <u>3M</u>	\$ <u>2.35</u> 211-30
78	EA	Tape, Masking – Scotch Blue 1 1/2” x 60 yd or approved equal. State brand quoting: <u>3M</u>	\$ <u>5.11</u> 211-7

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
79	EA	Tape, Masking – Scotch Blue 2" x 60 yd or approved equal. State brand quoting: _____ 3M _____	\$ <u>6.81</u> 211-8

Contractor shall furnish parts as listed in current manufacturer's catalogs or price lists.

State percentage discount allowed the City: 20-53 %

Price List No: Price Catalog Oct 2013 Dated: 10/22/2013

Note: If catalog or price list is available in format other than print (i.e. CD, Internet Access, etc) bidder shall indicate media available:

Email Brenda at babney@vistapaint.com to request PDF File of pricing.

Delivery (Special Order): 7 Days after receipt of order. (If time shown is more than seven (7) calendar days after receipt of order, bid may be rejected)

Payment Terms: AR 2% 10th Prox Net EOM

PRICE INCREASE

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

- A. Prices shall not exceed 5 % During the first renewal period.
- B. Prices shall not exceed 5 % During the second renewal period.

Check-list of Additional Document Submittals:

- 1 X CD or Flash drive with Excel pricing spreadsheet
- 2 X Equal Benefits Compliance form (EBO)
- 3 X Reference List (NA, Vista Paint has done business with City of Long Beach
- 4 X SBE Commitment Plan form (less than one year ago)
- 5 X W-9 (already on file)

NOTE: Bidders that do not include the above check listed items with their bids will be deemed unresponsive and their bids will be rejected.

PRICE CATALOG - OCT 2013

CP = Catalog Pricing - Subject to Change

Dated: 10/22/2013

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
1000 DURAGLIDE FLAT	100004	DURAGLIDE FLAT 1000 1G	11.00	On Bid
1000 DURAGLIDE FLAT	100005	DURAGLIDE FLAT 1000 5G	55.00	On Bid
150 SEAL KOTE PVA SEALER	100077	SEAL KOTE 150 1G	11.21	CP
150 SEAL KOTE PVA SEALER	100078	SEAL KOTE 150 5G	56.03	CP
188 ACRYLIC PRIMER	100105	ACRYLIC PRIMER 188 1G	14.55	On Bid
188 ACRYLIC PRIMER	100182	ACRYLIC PRIMER 188 5G	69.07	On Bid
2000 DURATONE FLAT	100010	CAREFREE DURATONE FLAT 2000 1G	17.56	CP
2000 DURATONE FLAT	100011	CAREFREE DURATONE FLAT 2000 5G	87.78	CP
2000 DURATONE FLAT	200010	CAREFREE DURATONE FLAT 2000 A BASE 1G	17.56	CP
2000 DURATONE FLAT	200011	CAREFREE DURATONE FLAT 2000 A BASE 5G	87.78	CP
2200 COVERALL	100303	COVERALL EXT FLAT 2200 1G	11.60	CP
2200 COVERALL	100304	COVERALL EXT FLAT 2200 5G	58.00	On Bid
2200 COVERALL	200304	COVERALL EXT FLAT 2200 A BASE 5G	58.00	On Bid
2800 ACRIGLO EXT FLAT	100050	ACRIGLO EXT FLAT 2800 1G	16.48	CP
2800 ACRIGLO EXT FLAT	100051	ACRIGLO EXT FLAT 2800 5G	82.42	CP
2800 ACRIGLO EXT FLAT	200050	ACRIGLO EXT FLAT 2800 A 1G	16.48	CP
2800 ACRIGLO EXT FLAT	200051	ACRIGLO EXT FLAT 2800 A 5G	82.42	CP
3000 ACRIBOND FLAT	100007	ACRIBOND FLAT 3000 1G	16.67	CP
3000 ACRIBOND FLAT	100008	ACRIBOND FLAT 3000 5G	83.37	CP
3000 ACRIBOND FLAT	200007	ACRIBOND FLAT 3000 A BASE 1G	16.67	CP
3000 ACRIBOND FLAT	200008	ACRIBOND FLAT 3000 A BASE 5G	83.37	CP
3500 BREEZEWALL FLAT	100086	BREEZEWALL FLAT 3500 5G	63.48	CP
400 ACRIPOXY	100027	ACRIPOXY 400 1G	16.20	On Bid
400 ACRIPOXY	100028	ACRIPOXY 400 5G	81.00	CP
400 ACRIPOXY	200027	ACRIPOXY 400 A BASE 1G	16.20	CP
400 ACRIPOXY	200028	ACRIPOXY 400 A BASE 5G	81.00	CP
4000 UNIPRIME	100061	UNIPRIME 4000 1G	15.05	On Bid
4000 UNIPRIME	100062	UNIPRIME 4000 5G	72.56	On Bid
4200 TERMINATOR II	100081	TERMINATOR II 4200 1G	17.83	CP
4200 TERMINATOR II	100082	TERMINATOR II 4200 5G	89.15	CP
5800 PERMAKOTE	100084	PERMAKOTE 5800 1G	24.95	On Bid
6000 CAREFREE EARTH COAT PRIME	100049	EARTH KOTE PRIMER 6000 5G	71.71	CP
6000 CAREFREE EARTH COAT PRIME	100193	EARTH KOTE PRIMER 6000 1G	14.34	CP
6100 CAREFREE EARTHCOAT FLAT	100501	CAREFREE EARTH COAT FLAT 6100 1G	14.00	CP
6100 CAREFREE EARTHCOAT FLAT	100502	CAREFREE EARTH COAT FLAT 6100 5G	70.02	CP
6200 CAREFREE EARTH COAT VELVA	100504	CAREFREE EARTH COAT VELVASHEEN 6200 1G	18.15	CP
6200 CAREFREE EARTH COAT VELVA	100505	CAREFREE EARTH COAT VELVASHEEN 6200 5G	90.74	CP
6300 CAREFREE EARTH COAT ES	100507	CAREFREE EARTH COAT ES 6300 1G	18.20	CP
6300 CAREFREE EARTH COAT ES	100508	CAREFREE EARTH COAT ES 6300 5G	90.98	CP
6300 CAREFREE EARTH COAT ES	200507	CAREFREE EARTH COAT ES 6300 A BASE 1G	18.20	CP
6300 CAREFREE EARTH COAT ES	200508	CAREFREE EARTH COAT ES 6300 A BASE 5G	90.98	CP
6400 CAREFREE EARTHCOAT SG	100510	CAREFREE EARTH COAT SG 6400 1G	17.83	CP
6400 CAREFREE EARTHCOAT SG	100511	CAREFREE EARTH COAT SG 6400 5G	89.17	CP
6400 CAREFREE EARTHCOAT SG	200511	CAREFREE EARTH COAT SG 6400 A BASE 5G	89.17	CP
6700 TRAFFIC FLAT	010670001	TRAFFIC PAINT FLAT WHITE	13.83	CP
6700 TRAFFIC FLAT	010670005	TRAFFIC PAINT FLAT WHITE	64.86	CP
6700 TRAFFIC FLAT	010670101	TRAFFIC PAINT FLAT YELLOW	13.34	CP
6700 TRAFFIC FLAT	010670105	TRAFFIC PAINT FLAT YELLOW	62.42	CP
6700 TRAFFIC FLAT	010670201	TRAFFIC PAINT FLAT RED	19.03	CP
6700 TRAFFIC FLAT	010670301	TRAFFIC PAINT FLAT BLUE	15.55	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
6700 TRAFFIC FLAT	020670205	ON-LINE TRAFFIC FLAT RED	90.78	CP
6700 TRAFFIC FLAT	020670305	ON-LINE TRAFFIC FLAT BLUE	69.65	CP
6700 TRAFFIC FLAT	020670501	ON-LINE TRAFFIC FLAT BLACK	12.32	CP
6700 TRAFFIC FLAT	020670505	ON-LINE TRAFFIC FLAT BLACK	57.35	CP
7000 ACRIGLO SG	100032	ACRIGLO SG 7000 1G	15.56	On Bid
7000 ACRIGLO SG	100033	ACRIGLO SG 7000 5G	74.24	On Bid
7000 ACRIGLO SG	200032	ACRIGLO SG 7000 A BASE 1G	15.56	On Bid
7000 ACRIGLO SG	200033	ACRIGLO SG 7000 A BASE 5G	74.24	On Bid
7500 ACRIGLO ES	100203	ACRIGLO ES 7500 1G	17.19	CP
7500 ACRIGLO ES	100204	ACRIGLO ES 7500 5G	85.94	CP
7500 ACRIGLO ES	200203	ACRIGLO ES 7500 A BASE 1G	17.19	CP
7500 ACRIGLO ES	200204	ACRIGLO ES 7500 A BASE 5G	85.94	CP
8100 CAREFREE FLAT	100012	CAREFREE FLAT 8100 1G	14.38	CP
8100 CAREFREE FLAT	100013	CAREFREE FLAT 8100 5G	71.91	CP
8200 CAREFREE VELVASHEEN	100015	CAREFREE VELV 8200 1G	19.38	CP
8200 CAREFREE VELVASHEEN	100016	CAREFREE VELV 8200 5G	96.88	CP
8200 CAREFREE VELVASHEEN	200015	CAREFREE VELV 8200 A BASE 1G	19.38	CP
8200 CAREFREE VELVASHEEN	200016	CAREFREE VELV 8200 A BASE 5G	96.88	CP
8300 CAREFREE ES	100018	CAREFREE ES 8300 1G	19.38	CP
8300 CAREFREE ES	100019	CAREFREE ES 8300 5G	96.88	CP
8300 CAREFREE ES	200018	CAREFREE ES 8300 A BASE 1G	19.38	CP
8300 CAREFREE ES	200019	CAREFREE ES 8300 A BASE 5G	96.88	CP
8400 CAREFREE SG	100021	CAREFREE SG 8400 1G	19.38	CP
8400 CAREFREE SG	100022	CAREFREE SG 8400 5G	96.88	CP
8400 CAREFREE SG	200021	CAREFREE SG 8400 A BASE 1G	19.38	CP
8400 CAREFREE SG	200022	CAREFREE SG 8400 A BASE 5G	96.88	CP
8500 CAREFREE GLOSS	100024	CAREFREE GLOSS 8500 1G	19.38	CP
8500 CAREFREE GLOSS	100025	CAREFREE GLOSS 8500 5G	96.88	CP
8500 CAREFREE GLOSS	200024	CAREFREE GLOSS 8500 A BASE 1G	19.38	CP
8500 CAREFREE GLOSS	200025	CAREFREE GLOSS 8500 A BASE 5G	96.88	CP
9400 AQUA FUSION S/G	100404	AQUA FUSION SG 9400 1G	22.20	On Bid
9400 AQUA FUSION S/G	100405	AQUA FUSION SG 9400 5G	107.10	On Bid
9500 AQUA FUSION	200406	AQUA FUSION GLOSS 9500 A BASE 1G	22.76	CP
9500 AQUA FUSION	200407	AQUA FUSION GLOSS 9500 A BASE 5G	113.78	CP
9600 PROTEC AE METAL PRIME	100227	PROTEC AE METAL PRIME 9600 1G	26.95	On Bid
9600 PROTEC AE METAL PRIME	100228	PROTEC AE METAL PRIME 9600 5G	96.34	CP
9800 PROTEC ALKYD EMULSION SG	100222	PROTEC AE 9700 9800 1G	23.95	On Bid
9800 PROTEC ALKYD EMULSION SG	100223	PROTEC AE 9700 9800 5G	117.50	On Bid
9800 PROTEC ALKYD EMULSION SG	200222	PROTEC AE 9700 9800 A BASE 1G	23.95	On Bid
9800 PROTEC ALKYD EMULSION SG	200223	PROTEC AE 9700 9800 A BASE 5G	117.50	On Bid
9900 PROTEC ALKYD EMULSION GLS	010997001	PROTEC AE GLS SAFETY BLUE	26.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	010997101	PROTEC AE GLS SAFETY YELLOW	26.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	010997501	PROTEC AE GLS SAFETY RED	26.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	010997601	PROTEC AE GLS SAFETY ORANGE	26.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	010997801	PROTEC AE GLS SAFETY GREEN	26.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	100224	PROTEC AE GLOSS 9900 1G	22.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	100225	PROTEC AE GLOSS 9900 5G	112.50	On Bid
9900 PROTEC ALKYD EMULSION GLS	200224	PROTEC AE GLOSS 9900 A BASE 1G	22.95	On Bid
9900 PROTEC ALKYD EMULSION GLS	200225	PROTEC AE GLOSS 9900 A BASE 5G	112.50	On Bid
AERVOE	141000000	AERVOE 207 INV MARKING WHITE S/C	2.71	On Bid
AERVOE	141000001	AERVOE 710 INV STRIPING TRAFFIC WHITE S/C	3.20	CP
AERVOE	141000002	AERVOE 720 INV STRIPING TRAFFIC YELLOW S/C	3.20	CP
AERVOE	141000003	AERVOE 730 INV STRIPING TRAFFIC RED S/C	3.20	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
AERVOE	141000004	AERVOE 740 INV STRIPING TRAFFIC ORANGE S/C	3.20	CP
AERVOE	141000005	AERVOE 750 INV STRIPING TRAFFIC BLUE S/C	3.20	CP
AERVOE	141000006	AERVOE 770 INV STRIPING TRAFFIC BLACK S/C	3.20	CP
AERVOE	141000007	AERVOE 790 INV WB STRIPING ATHLETIC WHITE S/C	4.30	CP
AERVOE	141000034	AERVOE 202 INV MARKING YELLOW S/C	2.71	On Bid
AERVOE	141000035	AERVOE 203 INV MARKING BLUE S/C	2.71	On Bid
AERVOE	141000036	AERVOE 204 INV MARKING GREEN S/C	2.71	On Bid
AERVOE	141000037	AERVOE 205 INV MARKING ORANGE S/C	2.71	On Bid
AERVOE	141000038	AERVOE 206 INV MARKING BLACK S/C	2.71	On Bid
AERVOE	141000039	AERVOE 220 INV MARKING FLUOR RED S/C	2.71	On Bid
AERVOE	141000040	AERVOE 222 INV MARKING FLUOR ORANGE S/C	2.71	On Bid
AERVOE	141000132	AERVOE 224 INV MARKING FLUOR GREEN S/C	2.71	On Bid
AERVOE	141000133	AERVOE 227 INV MARKING FLUOR BLUE S/C	2.71	On Bid
AERVOE	141000136	AERVOE 319 RUST PROOF ROYAL BLUE S/C	3.09	CP
AERVOE	141000138	AERVOE 210 INV MARKING SILVER S/C	2.71	On Bid
AERVOE	141000139	AERVOE 226 INV MARKING FLUOR YELLOW S/C	2.71	On Bid
AERVOE	141000140	AERVOE 760 INV STRIPING TRAFFIC GREEN S/C	3.20	CP
AERVOE	141000168	AERVOE 307 RUST PROOF SAFETY WHITE S/C	3.09	CP
AERVOE	141000184	AERVOE 312 RUST PROOF FLAT BLACK S/C	3.09	CP
AERVOE	141000186	AERVOE 212 INV MARKING PURPLE S/C	2.71	On Bid
AERVOE	141000219	AERVOE 201 INV MARKING RED S/C	2.71	On Bid
AERVOE	141000235	AERVOE 361 RUST PROOF LIGHT GRAY S/C	3.09	On Bid
AERVOE	141000238	AERVOE 310 RUST PROOF SILVER S/C	3.09	CP
AERVOE	141000239	AERVOE 306 RUST PROOF SAFETY BLACK S/C	3.09	CP
AERVOE	141000244	AERVOE 301 RUST PROOF SAFETY RED S/C	3.09	CP
AERVOE	141000320	AERVOE 333 RUST PROOF DARK GRAY S/C	3.09	On Bid
AERVOE	141000328	AERVOE 317 RUST PROOF TAN S/C	3.09	CP
AERVOE	141000329	AERVOE 302 RUST PROOF SAFETY YELLOW S/C	3.09	CP
AERVOE	141000343	AERVOE 320 RUST PROOF FOREST GREEN S/C	3.09	CP
AERVOE	141000392	AERVOE 216 INV MARKING CHALK RED S/C	2.78	CP
AERVOE	141000950	AERVOE 793 INV WB STRIPING ATHLETIC RED S/C	4.30	CP
AERVOE	141000968	AERVOE 300 RUST PROOF SAFETY PURPLE S/C	3.09	CP
AERVOE	141000969	AERVOE 303 RUST PROOF SAFETY BLUE S/C	3.09	CP
AERVOE	141000970	AERVOE 304 RUST PROOF SAFETY GREEN S/C	3.09	CP
AERVOE	141000971	AERVOE 305 RUST PROOF SAFETY ORANGE S/C	3.09	CP
AERVOE	141000972	AERVOE 308 RUST PROOF BRITE RED S/C	3.09	CP
AERVOE	141000973	AERVOE 309 RUST PROOF ALUMINUM S/C	3.09	CP
AERVOE	141000974	AERVOE 311 RUST PROOF GOLD S/C	3.09	CP
AERVOE	141000975	AERVOE 313 RUST PROOF FLAT WHITE S/C	3.09	CP
AERVOE	141000977	AERVOE 318 RUST PROOF LIGHT BLUE S/C	3.09	CP
AERVOE	141000979	AERVOE 342 RUST PROOF SEMI FLAT BLACK S/C	3.09	CP
AERVOE	141000980	AERVOE 344 RUST PROOF SATIN BLACK S/C	3.09	CP
AERVOE	141000981	AERVOE 348 RUST PROOF METER GREEN S/C	3.09	CP
AERVOE	141000982	AERVOE 349 RUST PROOF METER GRAY S/C	3.09	On Bid
AERVOE	141001020	AERVOE 215 INV MARKING CHALK WHITE S/C	2.78	On Bid
AERVOE	141001024	AERVOE 217 INV MARKING CHALK ORANGE S/C	2.78	CP
AERVOE	141001025	AERVOE 218 INV MARKING CHALK YELLOW S/C	2.78	On Bid
AERVOE	141001026	AERVOE 219 INV MARKING CHALK GREEN S/C	2.78	CP
AERVOE	141001080	AERVOE 214 INV MARKING CHALK BLUE S/C	2.78	CP
AERVOE	141001092	AERVOE 167 RUST PROOF CAT YELLOW OLD S/C	3.09	CP
AERVOE	141001096	AERVOE 178 RUST PROOF SCHOOL BUS YELLOW S/C	3.09	CP
AERVOE	141001262	AERVOE 1387 INV MARKING ALL PURP WHITE S/C	2.74	CP
AERVOE	141001353	AERVOE 314 RUST PROOF BROWN S/C	3.09	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
AERVOE	141001354	AERVOE 1390 INV MARKING ALL PURP FLUOR RED S/C	2.74	CP
AERVOE	141001355	AERVOE 1391 INV MARKING ALL PURP FLUOR GREEN S/C	2.74	CP
AERVOE	141001356	AERVOE 1392 INV MARKING ALL PURP FLUOR ORANGE S/C	2.74	CP
AERVOE	141001383	AERVOE 1382 INV MARKING ALL PURP YELLOW S/C	2.74	CP
AERVOE	141001384	AERVOE 1380 INV MARKING ALL PURP BLACK S/C	2.74	CP
AERVOE	141001385	AERVOE 1399 INV MARKING ALL PURP FLUOR PINK S/C	2.74	CP
AERVOE	141001398	AERVOE ZYNO Z8077 MULTI PURP PRIMER GREEN S/C	2.64	CP
AERVOE	141001453	AERVOE 7007 COLD GALVANIZE COATING S/C	5.50	CP
AERVOE	141001476	AERVOE 229 INV MARKING FLOUR PINK S/C	2.71	On Bid
AERVOE	141001567	AERVOE 796 INV WB STRIPING ATHLETIC ORANGE S/C	4.30	CP
AERVOE	141001607	AERVOE 280 INV MARKING CONCRETE GRAY S/C	2.71	On Bid
PC15 Wood Finishes	151000022	MCCLOS MAN O WAR SATIN VARNISH 6535 QT	18.19	On Bid
PC15 Wood Finishes	151000024	MCCLOS MAN O WAR GLOSS VARNISH 6539 QT	18.19	On Bid
PC15 Wood Finishes	151000939	STAIN OIL VWS0256 NATURAL OAK QT	9.69	On Bid
PC15 Wood Finishes	151002329	OLD MASTERS 80116 GEL STAIN NATURAL / TINT BASE 1/2 PINT	6.44	On Bid
AERVOE	161000073	AERVOE ZYNO Z8074 MULTI PURP PRIMER RED OXIDE S/C	2.64	CP
AERVOE	161000182	AERVOE ZYNO Z8076 MULTI PURP PRIMER WHITE S/C	2.64	CP
AERVOE	161000183	AERVOE ZYNO Z8072 MULTI PURP PRIMER LT GRAY S/C	2.64	On Bid
AERVOE	161000184	AERVOE ZYNO S184 SPRAY PAINT FIRE RED S/C	2.16	On Bid
AERVOE	161000185	AERVOE ZYNO S185 SPRAY PAINT ORANGE S/C C/O	2.16	On Bid
AERVOE	161000186	AERVOE ZYNO S190 SPRAY PAINT GLOSS BLACK S/C	2.16	On Bid
AERVOE	161000187	AERVOE ZYNO S198 SPRAY PAINT MALIBU BLUE S/C	2.16	On Bid
AERVOE	161000188	AERVOE ZYNO S180 SPRAY PAINT ALUMINUM S/C	2.16	On Bid
AERVOE	161000190	AERVOE ZYNO S192 SPRAY PAINT GLOSS WHITE S/C	2.16	On Bid
AERVOE	161000191	AERVOE ZYNO S186 SPRAY PAINT FLAT BLACK S/C	2.16	On Bid
AERVOE	161000192	AERVOE ZYNO S188 SPRAY PAINT FLAT WHITE S/C	2.16	On Bid
AERVOE	161000193	AERVOE ZYNO S202 SPRAY PAINT SHERWOOD GREEN S/C	2.16	On Bid
AERVOE	161000194	AERVOE ZYNO S205 SPRAY PAINT GRAY S/C	2.16	On Bid
AERVOE	161000195	AERVOE ZYNO S206 SPRAY PAINT CLEAR S/C	2.16	On Bid
AERVOE	161000197	AERVOE ZYNO S182 SPRAY PAINT CHOC BROWN S/C C/O	2.16	On Bid
AERVOE	161000198	AERVOE ZYNO S220 SPRAY PAINT ALMOND S/C	2.16	On Bid
AERVOE	161000199	AERVOE ZYNO S191 SPRAY PAINT S/G BLACK S/C	2.16	On Bid
AERVOE	161000203	AERVOE ZYNO Z635 HI TEMP FLAT BLACK S/C	4.37	CP
AERVOE	161000206	AERVOE ZYNO Z630 HI TEMP ALUMINUM S/C	4.38	CP
AERVOE	161000214	AERVOE 1857 ANODIZED BRONZE S/C	3.88	CP
AERVOE	161001806	AERVOE ZYNO S193 SPRAY PAINT S/G WHITE S/C	2.16	On Bid
AERVOE	161001936	AERVOE ZYNO S196 SPAY PAINT LEMON YELLOW S/C	2.16	On Bid
AERVOE	161001946	AERVOE 7008 BRIGHT GALVANIZE COATING S/C	5.50	CP
AERVOE	161001949	AERVOE ZYNO Z8078 MULTI PURP PRIMER BLACK S/C	2.64	CP
AERVOE	161002013	AERVOE ZYNO Z645 HI TEMP WHITE S/C	4.36	CP
AERVOE	161002069	AERVOE ZYNO Z8070 MULTI PURP PRIMER DARK GRAY S/C	2.64	On Bid
AERVOE	161002152	AERVOE ZYNO Z8079 MULTI PURP PRIMER YELLOW S/C	2.64	CP
AERVOE	161002242	AERVOE ZYNO Z642 HI TEMP MACHINERY GRAY S/C	4.35	CP
PC17 Solvents	171000025	REMOVER JASCO PREMIUM 0203 1G	20.59	On Bid
PC17 Solvents	171000501	THINNER LACQUER PREMIUM FD SS 1G (SCAQMD) 25 VOC OR LOWER	14.30	On Bid
PC21 Masking	211000007	TAPE 1 1/2 2090 BLUE 3M C/O	5.11	On Bid
PC21 Masking	211000008	TAPE 2 2090 BLUE 3M C/O	6.81	On Bid
PC21 Masking	211000028	TAPE 24MM 2020 MASKING 3M	1.17	On Bid
PC21 Masking	211000030	TAPE 48MM 2020 MASKING 3M	2.35	On Bid
PC24 Brushes	241000002	BRUSH 2 XL GLIDE ANG SASH 144152320 PURDY	10.52	CP
PC24 Brushes	241000003	BRUSH 2 1/2 XL GLIDE ANG SASH 144152325 PURDY	12.53	CP
PC24 Brushes	241000004	BRUSH 3 XL GLIDE ANG SASH 144152330 PURDY	15.04	CP
PC24 Brushes	241000005	BRUSH 3 1/2 XL GLIDE ANG SASH 144152335 PURDY	19.23	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
PC24 Brushes	241000042	BRUSH 1 1/2 ADJUTANT ANG SA 144024015 PURDY C/O	7.31	CP
PC24 Brushes	241000043	BRUSH 2 ADJUTANT ANG SASH 144024020 PURDY C/O	8.84	CP
PC24 Brushes	241000044	BRUSH 2 1/2 ADJUTANT ANG SASH 144024025 PURDY C/O	10.63	CP
PC24 Brushes	241000045	BRUSH 3 ADJUTANT ANG SASH 144024030 PURDY C/O	12.96	CP
PC24 Brushes	241000054	BRUSH 2 1/2 XL ELASCO FLAT SASH 144100325 PURDY C/O	13.72	CP
PC24 Brushes	241000055	BRUSH 3 XL ELASCO FLAT SASH 144100330 PURDY C/O	16.05	CP
PC24 Brushes	241000067	BRUSH 3 TANGO TRIM FLAT 144412030 PURDY	12.53	CP
PC24 Brushes	241000068	BRUSH 2 1/2 EXTRA OREG ANG 144116025 PURDY C/O	13.25	CP
PC24 Brushes	241000069	BRUSH 3 EXTRA ANG OREGON 144116030 PURDY	14.13	CP
PC24 Brushes	241000070	BRUSH 3 XL SPRIG FLAT SASH 144380330 PURDY C/O	14.13	CP
PC24 Brushes	241000071	BRUSH 3 1/2 XL SPRIG FLAT SASH 144380335 PURDY C/O	17.17	CP
PC24 Brushes	241000072	BRUSH 1 1/2 XL DALE ANG SASH 144080315 PURDY	8.09	CP
PC24 Brushes	241000073	BRUSH 2 XL DALE ANG SASH 144080320 PURDY	9.57	CP
PC24 Brushes	241000074	BRUSH 2 1/2 XL DALE ANG SASH 144080325 PURDY	11.35	CP
PC24 Brushes	241000075	BRUSH 3 XL DALE ANG SASH 144080330 PURDY	13.56	CP
PC24 Brushes	241000076	BRUSH 1 STINGRAY ANG SASH VISTA	4.44	On Bid
PC24 Brushes	241000082	BRUSH 2 SHARK ANG SASH VISTA	6.92	On Bid
PC24 Brushes	241000083	BRUSH 2 1/2 SHARK ANG SASH VISTA	8.81	On Bid
PC24 Brushes	241000085	BRUSH 2 STRIPER FLAT SASH VISTA	7.13	On Bid
PC24 Brushes	241000087	BRUSH 3 STRIPER FLAT SASH VISTA	11.53	On Bid
PC24 Brushes	241000089	BRUSH 2 1/2 OX O ANG SASH 144296025 PURDY	19.31	CP
PC24 Brushes	241000094	BRUSH 2 1/2 CHIP WHITE	0.59	On Bid
PC24 Brushes	241000095	BRUSH 3 CHIP WHITE	0.65	On Bid
PC24 Brushes	241000096	BRUSH 4 CHIP WHITE	1.72	On Bid
PC24 Brushes	241000097	BRUSH 2 1/2 EXTRA NYLO ANG 144112025 PURDY C/O	12.23	CP
PC24 Brushes	241000098	BRUSH 3 EXTRA NYLO ANG 144112030 PURDY C/O	15.05	CP
PC24 Brushes	241000100	BRUSH 2 XL BOW FLAT SASH 144064320 PURDY	9.87	CP
PC24 Brushes	241000101	BRUSH 2 1/2 XL BOW FLAT SASH 144064325 PURDY	11.79	CP
PC24 Brushes	241000102	BRUSH 3 XL BOW FLAT SASH 144064330 PURDY	13.80	CP
PC24 Brushes	241000103	BRUSH 3 NYLO HOCKEY 144164130 PURDY C/O	19.39	CP
PC24 Brushes	241000104	BRUSH 3 NYLO PEACOCK 144316130 PURDY	17.32	CP
PC24 Brushes	241000171	BRUSH 2 1/2 ELASCO 144100025 PURDY	13.03	CP
PC24 Brushes	241000178	BRUSH 2 1/2 W ADJUTANT 144024425 PURDY	10.40	CP
PC24 Brushes	241000186	BRUSH 2 NYLOX SPRIG 144380220 PURDY	9.93	CP
PC24 Brushes	241000202	BRUSH 3 NYLOX BOW 144064230 PURDY	14.13	CP
PC24 Brushes	241000203	BRUSH 3 NYLOX GLIDE 144152230 PURDY	16.00	CP
PC24 Brushes	241000204	BRUSH 3 NYLOX SPRIG 144380230 PURDY	14.08	CP
PC24 Brushes	241000205	BRUSH 3 NYLOX SWAN 144400230 PURDY	17.03	CP
PC24 Brushes	241000208	BRUSH 3 SNO FLAKE 144372030 PURDY	12.39	CP
PC24 Brushes	241000217	BRUSH 3 XL SWAN 144400330 PURDY	16.87	CP
PC24 Brushes	241000221	BRUSH 4 NYLOX MODE 144228240 PURDY	19.39	CP
PC24 Brushes	241000222	BRUSH 4 NYLOX SWAN 144400240 PURDY	22.92	CP
PC24 Brushes	241000225	BRUSH 4 SYMPHONY FLOGGER DRAGGER 503100700 PURDY	20.12	CP
PC24 Brushes	241000248	BRUSH 4 DUO PACER 144096040 PURDY	30.88	CP
PC24 Brushes	241000249	BRUSH 2 1/2 NYLOX ELASCO 144100225 PURDY	14.13	CP
PC24 Brushes	241000251	BRUSH 2 NYLOX SPRIG 144380220 PURDY	9.93	CP
PC24 Brushes	241000252	BRUSH 3 NYLOX ELASCO 144100230 PURDY	16.87	CP
PC24 Brushes	241000253	BRUSH 4 SWAN 144400040 PURDY	21.67	CP
PC24 Brushes	241000259	BRUSH 2 1/2 NYLOX GLIDE 144152225 PURDY	13.20	CP
PC24 Brushes	241000260	BRUSH 2 1/2 OX O THIN TRIM 144300025 PURDY	16.63	CP
PC24 Brushes	241000263	BRUSH 2 XL ELASCO TRIM 144100320 PURDY	11.28	CP
PC24 Brushes	241000267	BRUSH 3 OX O THIN TRIM 144300030 PURDY	20.92	CP
PC24 Brushes	241000268	BRUSH 3 NYLOX PIP ENAMEL 144324230 PURDY	22.04	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
PC24 Brushes	241000269	BRUSH 3 PLATO ENAMEL 144332030 PURDY	11.35	CP
PC24 Brushes	241000272	BRUSH 3 SWAN ENAMEL 144400030 PURDY	15.85	CP
PC24 Brushes	241000275	BRUSH 4 XL SPRIG ENAMEL 144380340 PURDY	18.79	CP
PC24 Brushes	241000279	BRUSH 1 1/2 XL BOW TRIM 144064315 PURDY	8.19	CP
PC24 Brushes	241000280	BRUSH 2 NYLOX DALE 144080220 PURDY	10.40	CP
PC24 Brushes	241000281	BRUSH 2 1/2 TANGO TRIM FLAT 144412025 PURDY	10.99	CP
PC24 Brushes	241000282	BRUSH 2 1/2 NYLOX DALE 144080225 PURDY	11.92	CP
PC24 Brushes	241000283	BRUSH 2 1/2 NYLN PEACOCK FLT 144316125 PURDY	13.93	CP
PC24 Brushes	241000286	BRUSH 4 XL SWAN 144400340 PURDY	22.61	CP
PC24 Brushes	241000288	BRUSH 3 XL BLUE JAY BT 144060930 PURDY	14.96	CP
PC24 Brushes	241000289	BRUSH 2 1/2 XL BLU JY TRM BT 144060925 PURDY	12.23	CP
PC24 Brushes	241000291	BRUSH 1 XL DALE ANGLE SASH 144080310 PURDY	7.07	CP
PC24 Brushes	241000292	BRUSH 1 1/2 XL GLIDE ANGLE SASH 144152315 PURDY	8.39	CP
PC24 Brushes	241000299	BRUSH 2 OX O ANGLE SASH 144296020 PURDY	15.25	CP
PC24 Brushes	241000301	BRUSH 4 SYMPHONY BLENDER BADGER 503211400 PURDY	49.37	CP
PC24 Brushes	241000311	BRUSH 3 OX O ANGLE SASH 144296030 PURDY	20.79	CP
PC24 Brushes	241000312	BRUSH 2 NYLOX BOW 144064220 PURDY	10.33	CP
PC24 Brushes	241000317	BRUSH 2 EXTRA OREGON 144116020 PURDY	9.73	CP
PC24 Brushes	241000318	BRUSH 2 1/2 NYLOX BOW 144064225 PURDY	12.16	CP
PC24 Brushes	241000327	BRUSH 3 NYLOX DALE 144080230 PURDY	14.23	CP
PC24 Brushes	241000329	BRUSH 2 NYLOX GLIDE 144152220 PURDY	10.83	CP
PC24 Brushes	241000332	BRUSH 1 1/2 NYLOX DALE 144080215 PURDY	8.39	CP
PC24 Brushes	241000333	BRUSH 3 1/2 NYLOX SWAN 144400235 PURDY	20.13	CP
PC24 Brushes	241000334	BRUSH 2 1/2 WHT SPRIG 144380425 PURDY	9.52	CP
PC24 Brushes	241000335	BRUSH 2 1/2 PRO EXTRA GLIDE ANG 144152725 PURDY	14.01	CP
PC24 Brushes	241000336	BRUSH 3 PRO EXTRA GLIDE ANG 144152730 PURDY	16.95	CP
PC24 Brushes	241000337	BRUSH 2 1/2 PRO EXTRA ELASCO FLAT 144100725 PURDY C/O	15.45	CP
PC24 Brushes	241000338	BRUSH 3 PRO XTRA SWAN FLT 144400730 PURDY C/O	18.79	CP
PC24 Brushes	241000339	BRUSH 2 1/2 W EXT OREGAN ANG 144116025 PURDY	11.92	CP
PC24 Brushes	241000340	BRUSH 3 W ADJUTANT 144024430 PURDY	11.73	CP
PC24 Brushes	241000346	BRUSH 2 1/2 XL SWAN 144400325 PURDY	15.25	CP
PC24 Brushes	241000363	BRUSH 3 1/2 XL SWAN 144400335 PURDY	20.04	CP
PC24 Brushes	241000365	BRUSH 2 PRO EXTRA GLIDE 144152720 PURDY	12.03	CP
PC24 Brushes	241000367	BRUSH 2 TANGO TRIM FLAT 144412020 PURDY	9.28	CP
PC24 Brushes	241000378	BRUSH 2 1/2 XL SPRIG FLT 144380325 PURDY	11.79	CP
PC24 Brushes	241000386	BRUSH 2 1/2 NYLO HOCKEY 144164125 PURDY	17.03	CP
PC24 Brushes	241000404	BRUSH 2 1/2 NYLOX MODE 144228225 PURDY	11.51	CP
PC24 Brushes	241000405	BRUSH 3 NYLOX MODE 228230 PURDY	14.96	CP
PC24 Brushes	241000432	BRUSH 2 ELITE GLIDE 152520 PURDY	11.04	CP
PC24 Brushes	241000433	BRUSH 2 1/2 ELITE GLIDE 144152525 PURDY	13.25	CP
PC24 Brushes	241000434	BRUSH 3 ELITE GLIDE 144152530 PURDY	16.36	CP
PC24 Brushes	241000436	BRUSH 3 1/2 XL PIP ENAMEL 144324330 PURDY	21.81	CP
PC24 Brushes	241000439	BRUSH 2 1/2 XL PLATO ENAMEL 144332025 PURDY	9.28	CP
PC24 Brushes	241000440	BRUSH 2 1/2 SYNTOX ANGLE 144403625 PURDY	15.85	CP
PC24 Brushes	241000442	BRUSH 2 WHITE ADJUTANT TRIM 144024420 PURDY	8.55	CP
PC24 Brushes	241000444	BRUSH 1 NYLOX DALE 144080210 PURDY	7.31	CP
PC24 Brushes	241000448	BRUSH 3" PRO EXTRA ELASCO 144100730 PURDY	17.83	CP
PC24 Brushes	241000450	BRUSH 1 1/2 OX-O ANGULAR 144296015 PURDY	11.79	CP
PC24 Brushes	241000453	BRUSH 3 XL PIP ENAMEL 144324330 PURDY	21.81	CP
PC24 Brushes	241000464	BRUSH SYMPHONY VEINING FEATHER 503178000 PURDY	2.48	CP
PC24 Brushes	241000476	BRUSH 3 1/2 NYLOX GLIDE TRIM 144152235 PURDY	19.91	CP
PC24 Brushes	241000477	BRUSH 3 1/2 PRO XTRA GLIDE 144152735 PURDY	20.63	CP
PC24 Brushes	241000478	BRUSH 4 PRO XTRA SWAN FLAT 144400740 PURDY	24.68	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
PC24 Brushes	241000480	BRUSH 2 1/2 XL BLU JAY TRIM 144060725 PURDY	11.51	CP
PC24 Brushes	241000481	BRUSH 3 WHITE SPRIG 144380430 PURDY	12.16	CP
PC24 Brushes	241000487	BRUSH 2 1/2 NYLOX PIP ENAML 144324325 PURDY	20.48	CP
PC24 Brushes	241000490	BRUSH 2 NYLOX ELASCO 144100220 PURDY	11.79	CP
PC24 Brushes	241000497	BRUSH 4 WHIT SPRIG ENAMEL 144380440 PURDY	16.44	CP
PC24 Brushes	241000513	BRUSH 2 SYNTOX ANGLE 144403620 PURDY	12.53	CP
PC24 Brushes	241000514	BRUSH 3 SYNTOX ANGLE 144403630 PURDY	17.69	CP
PC24 Brushes	241000518	BRUSH 3 1/2 NYLOX MODE 144228235 PURDY	17.45	CP
PC24 Brushes	241000527	BRUSH 3 WHITE SWAN 144400430 PURDY	14.73	CP
PC24 Brushes	241000547	BRUSH 2 OX O THIN TRIM 144300020 PURDY	13.41	CP
PC24 Brushes	241000548	BRUSH 6 XL PACER FLATTING 144308360 PURDY	41.79	CP
PC24 Brushes	241000551	BRUSH 2 PRO-EXTRA DALE 144080720 PURDY	10.75	CP
PC24 Brushes	241000552	BRUSH 2 1/2 PRO EXTRA DALE ANG 144080725 PURDY	12.53	CP
PC24 Brushes	241000556	BRUSH 3 WHT EXTRA OREGON 144116430 PURDY	12.84	CP
PC24 Brushes	241000559	BRUSH 3 PRO EXTRA SPRIG 144380730 PURDY	15.17	CP
PC24 Brushes	241000561	BRUSH 2 SYNTOX FLAT 144402620 PURDY	10.83	CP
PC24 Brushes	241000562	BRUSH 3 SYNTOX FLAT 144402630 PURDY	16.95	CP
PC24 Brushes	241000571	BRUSH 2 XL CUB 144153320 PURDY	10.52	CP
PC24 Brushes	241000572	BRUSH 2 1/2 XL CUB 144153325 PURDY	12.53	CP
PC24 Brushes	241000577	BRUSH COMB 140068010 PURDY	4.24	CP
PC24 Brushes	241000580	BRUSH 2.5 NYLOX SPRIG 144380225 PURDY	11.92	CP
PC24 Brushes	241000581	BRUSH 2 XL BLUE HERON BT 144060920 PURDY	10.99	CP
PC24 Brushes	241000582	BRUSH 2.5" XL BLUE HERON BT 144060925 PURDY	12.23	CP
PC24 Brushes	241000583	BRUSH 2 1/2 WHT EXTRA OREGAN 144116425 PURDY	10.75	CP
PC24 Brushes	241000587	BRUSH 3 ELASCO 144100030 PURDY	15.45	CP
PC24 Brushes	241000592	BRUSH 3 PRO EXTRA PIP 144324730 PURDY	24.29	CP
PC24 Brushes	241000593	BRUSH 2 1/2 CHINEX GLIDE 144152925 PURDY	12.96	CP
PC24 Brushes	241000594	BRUSH 3 CHINEX GLIDE 144152930 PURDY	15.93	CP
PC24 Brushes	241000596	BRUSH 3 PRO EXTRA SWAN 144400730 PURDY	18.79	CP
PC24 Brushes	241000597	BRUSH 4 PRO EXTRA SWAN 144400740 PURDY	24.68	CP
PC24 Brushes	241000598	BRUSH 3 1/2 XL SPRING FLAT 144380335 PURDY	17.17	CP
PC24 Brushes	241000601	BRUSH 1 OX-O ANG TRIM 144296010 PURDY	9.44	CP
PC24 Brushes	241000604	BRUSH 1 1/2 OX-O-THIN 144300015 PURDY	11.20	CP
PC24 Brushes	241000605	BRUSH 2 OX-O-THIN 144300020 PURDY	13.41	CP
PC24 Brushes	241000606	BRUSH ART 5 PC COMBO 991910000 PURDY	2.48	CP
PC24 Brushes	241000612	BRUSH 4 BADGER 503211400 PURDY	49.37	CP
PC24 Brushes	241000613	BRUSH SOFTENING 503423500 PURDY	21.43	CP
PC24 Brushes	241000615	BRUSH FITCH EDGE 503500000 PURDY	11.43	CP
PC24 Brushes	241000618	BRUSH 2.5 PRO EXTRA ELASCO 144100725 PURDY	15.45	CP
PC24 Brushes	241000621	BRUSH 1 XL-SPIG 144380310 PURDY	8.55	CP
PC24 Brushes	241000622	BRUSH 1.5 XL-SPIG 144380315 PURDY	8.92	CP
PC24 Brushes	241000623	BRUSH 2 XL-SPIG 144380320 PURDY	9.52	CP
PC24 Brushes	241000624	BRUSH ROCKER WOODGRAINER 503174000 PURDY	5.97	CP
PC24 Brushes	241000625	BRUSH GRAINING COMB SET 503176000 PURDY	9.32	CP
PC24 Brushes	241000651	BRUSH 1 ADJUTANT WHITE 144024410 PURDY	5.83	CP
PC24 Brushes	241000653	BRUSH 4 STAIN BLOCK 384040 PURDY	19.92	CP
PC24 Brushes	241000654	BRUSH 3 NYLOX MOOSE 144232230 PURDY	17.83	CP
PC24 Brushes	241000665	BRUSH 2 ELASCO 144100020 PURDY	10.83	CP
PC24 Brushes	241000666	BRUSH 3 XL BLU JAY TRIM 144060730 PURDY	13.93	CP
PC24 Brushes	241000669	BRUSH 3 PRO-EXTRA DALE 144080730 PURDY	14.73	CP
PC24 Brushes	241000688	BRUSH 3 CHINEX SWAN 144400930 PURDY	16.88	CP
PC24 Brushes	241000689	BRUSH 1 1/2 CLEARCUT DALE 144080115 PURDY	7.25	CP
PC24 Brushes	241000690	BRUSH 2 CLEARCUT GLIDE ANG 144152120 PURDY	9.35	CP

<u>Product line</u>	<u>Product</u>	<u>Product Description</u>	<u>Pricing</u>	<u>Note</u>
PC24 Brushes	241000691	BRUSH 2 1/2 CLEARCUT GLIDE ANG 144152125 PURDY	11.20	CP
PC24 Brushes	241000692	BRUSH 3 CLEARCUT GLIDE ANG 144152130 PURDY	13.93	CP
PC24 Brushes	241000693	BRUSH 3.5 NYLOX MOOSE 144232235 PURDY	21.44	CP
PC24 Brushes	241000703	BRUSH 2 1/2 XL BLUE HERON BT ANG 144060725 PURDY	11.51	CP
PC24 Brushes	241000707	BRUSH 2 XL BLUE JAY BT 140060920 PURDY	10.99	CP
PC24 Brushes	241000708	BRUSH 2 XL ELITE DALE 144080520 PURDY	9.92	CP
PC24 Brushes	241000709	BRUSH SABLE VEINING DAGGER 503170000 PURDY	6.03	CP
PC24 Brushes	241000710	BRUSH 4 COLOR WASHING 503414700 PURDY	8.75	CP
PC24 Brushes	241000711	BRUSH THE POUNCER 503161000 PURDY	4.52	CP
PC24 Brushes	241000712	BRUSH STIPPLER 503500100 PURDY	31.25	CP
PC24 Brushes	241000713	BRUSH 6 WALL WEAVER 503177600 PURDY	11.43	CP
PC24 Brushes	241000714	BRUSH SHORT HANDLE WIRE 140910100 PURDY	4.44	CP
PC24 Brushes	241000715	BRUSH LONG HANDLE WIRE 140910200 PURDY	5.13	CP
PC24 Brushes	241000716	BRUSH BLOCK WIRE 140910300 PURDY	8.05	CP
PC24 Brushes	241000725	BRUSH 1.5 NYLOX GLIDE 140152215 PURDY	8.43	CP
PC25 Applicators	251000058	FRAME 9 1695/FRO1296 5WIRE CAGE	2.57	On Bid
PC25 Applicators	251000081	COVER 9 X 3/8 PROMO C/O	1.10	On Bid
PC25 Applicators	251000121	TRAY 9 METAL DEEPWELL 1089	5.92	On Bid
PC25 Applicators	251000122	TRAY LINER DEEP WELL 11260	0.54	On Bid
PC25 Applicators	251000169	COVER 9 X 1/2 WHITE DOVE 14A670093 PURDY	3.03	On Bid
PC25 Applicators	251000174	COVER 9 X 3/4 GOLDEN EAGLE 140608094 PURDY	3.11	On Bid
PC25 Applicators	251000192	GRID 5 GALLON 501 3105	1.32	On Bid

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4864

ORDINANCE NO. ORD-09-0036

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH AMENDING THE LONG BEACH
5 MUNICIPAL CODE BY ADDING CHAPTER 2.73
6 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE"
7 REQUIRING CONTRACTORS ON CITY CONTRACTS TO
8 PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES
9 WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE
10 PROVIDED TO THEIR EMPLOYEES WITH SPOUSES
11

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

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

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

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

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

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

28 ///

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

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
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

2.73.030 Contractors subject to requirements.

A. The following contractors are subject to this Chapter:

1. For-profit entities which enter into an agreement with the City for public works or improvements to be performed, or for goods or services to be purchased, for an amount of One Hundred Thousand Dollars (\$100,000) or more; and

2. For-profit entities which generate Three Hundred Fifty Thousand Dollars (\$350,000) or more in annual gross receipts and which occupy City property pursuant to a written agreement for the exclusive use or occupancy of said property for a term exceeding twenty-nine (29) days in any calendar year.

B. The requirements of this Chapter shall only apply to those portions of a contractor's operations that occur (i) within the City; (ii) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and (iii) elsewhere in the United States where work related to a City contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

C. The City Manager or designee will provide a report to the City Council regarding the implementation of this ordinance no later than one year following the effective date of this Ordinance, and will consider among other items, whether the dollar thresholds set forth in subsections (A) and (B) should be modified.

2.73.040 Non-discrimination in provision of benefits.

A. No contractor subject to this Chapter pursuant to Section 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
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

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

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

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

2.73.050 Required contract provisions.

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

///
///

- 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;

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 90802-4664

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

ATTACHMENT "2"

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

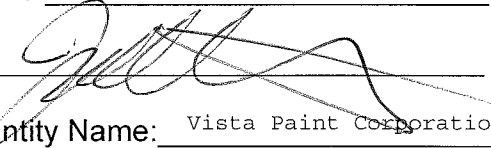
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate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

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

Compliance with the EBO

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

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

Printed Name: Joseph Wittenbreg Title: Vista Paint, V.P. Sales/Mktng/Stores
Signature:  Date: Oct 21, 2013
Business Entity Name: Vista Paint Corporation

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Vista Paint Corporation Federal Tax ID No. [REDACTED]
Address: 2020 E. Orangethorpe
City: Fullerton State: CA ZIP: 92831
Contact Person: Jane Duval Telephone: 714-680-3800
Email: jduval@vistapaint.com Fax: 714-449-2963

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 21st day of October, 2013, at Fullerton, CA

Name Joseph Wittenberg

Signature 

Vista Paint

Title V.P. Sales/Mktng/Stores

Federal Tax ID No. [REDACTED]

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 1% on this contract.

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

PROGRAM PROCEDURES AND GOALS

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

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

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

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

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



COLB FORM SBE-2PD: SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS

SECTION 1

NA - VISTA PAINT IS NOT AN SBE/VSBE/LSBE Participant

Project Name:		Date:	
VENDOR:		Prime Contract \$ Amount:	
Estimated \$ Value of Vendor's Participation:		Estimated % of Vendor's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Vendor's Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

SECTION 2 (please refer to instructions on page 2)

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

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

Phone #

Signature

Date

Email

**INSTRUCTIONS FOR COLB FORM SBE-2PD:
SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS**

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

INSTRUCTIONS FOR SECTION 2:

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

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) VISTA PAINT CORPORATION	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) 2020 E. ORANGETHORPE AVE	Requester's name and address (optional)
City, state, and ZIP code FULLERTON, CA. 92831		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/21/2013
------------------	----------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

16 October, 2012

California PaintCare Recycling Program

Dear Customer:

The new California mandated PaintCare Recycling fee goes into effect this Friday on architectural coatings. The fee is based on container size and the fee is taxable by the State. The State requires both the manufacturers and retailers charge the fee on invoices. This is a gross fee, NO DISCOUNTS apply to this fee.

The fee is:

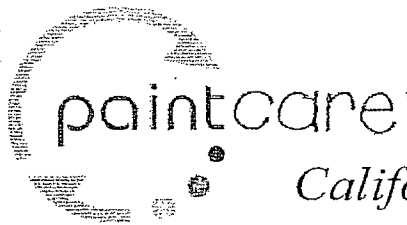
Half pint or less	No Charge
More than half pint to less than a gallon	\$0.35
One gallon	\$0.75
More than 1 gallon to 5 gallons	\$1.60
Greater than 5 gallons	No Charge.

There are some exemptions to the fee based on customer type and product. Please see the attached PaintCare fact sheet for additional information.

Vista Paint will be participating as a collection center at all of its California locations.

If additional information is needed, please contact your Vista Paint Sales Representative.

John Long
Director Environmental, Health, & Safety
Vista Paint Corporation



California Paint Stewardship Program

What Trade Painters Need To Know

A new California law affecting paint sales requires

1. **Manufacturers to add a paint stewardship assessment fee to the wholesale price of architectural paint products**
2. **Retailers to add the fee to the purchase price of paint.**
3. **Retailers may also volunteer to be paint collection sites for residents and certain businesses in their community.**

The new law takes effect October 19, 2012.

New Paint Stewardship Program in California

The American Coatings Association (ACA) has worked over the last 10 years with various stakeholders interested in the management of post-consumer paint to develop and implement an industry-led paint stewardship program in the United States.

PaintCare®, a non-profit 501(c)(3) organization, was established by the ACA to implement state mandated paint stewardship programs on behalf of paint manufacturers in each state that adopts a paint stewardship law.

Oregon passed the first industry-supported paint stewardship law in 2009, followed by California (2010), Connecticut (2011) and Rhode Island (2012) passed similar laws. Since Oregon's program started in July 2010, more than 80 retail stores were set up as collection sites, and the program collected close to 1 million gallons of post-consumer architectural paint.

Assessment Fee and Funding

As required by the law, at the program start date, a paint stewardship assessment fee ("PaintCare Recovery Fee") must be added by manufacturers to the wholesale price of all architectural paint sold in California. This fee will fund the collection, transportation, recycling and proper disposal of architectural paint. It will also pay for consumer education and administrative costs. Paint retailers and distributors will see this fee on their invoices from paint manufacturers.

The law also requires each retailer and distributor to add PaintCare Recovery Fee to the purchase price of architectural paint sold in California. While displaying the fee on consumer receipts is not mandatory, PaintCare encourages retailers and distributors to do so to ensure transparency and aid in consumer education.

Advance Notice to Trade Painters

It is expected that trade painters will pass the fees on to their customers in order to recoup this cost. When estimating jobs for which architectural paint will be purchased after the program starts, trade painters should consider these additional fees by checking with their retailer to make sure the quotes for materials include the fees as well as by including the fees in their job bids/estimates to customers.

The fees in California will be based on container size. (Fees are the same in Oregon.)

- | | |
|---|-------------|
| • Half pint or less | No Charge |
| • More than half pint to less than 1 gallon | \$0.35/unit |
| • 1 gallon | \$0.75/unit |
| • More than 1 gallon to 5 gallons | \$1.60/unit |
| • Larger than 5 gallons | No Charge |

Paint Collection Sites

PaintCare will establish hundreds of collection sites across California at municipal household hazardous waste (HHW) facilities and paint retail stores. When these sites are part of PaintCare, they will accept program products at no additional charge from all residents and certain businesses.

Use of Municipal HHW Facilities

Trade painters who are Conditionally Exempt Small Quantity Generators (CESQGs) and use HHW facilities will save money when the HHW facility contracts with PaintCare. When contracting with PaintCare, recycling and transportation costs for program products will be paid by PaintCare, so these facilities will no longer charge businesses on a "per gallon" basis for these items. However, they may continue to charge an administrative fee for program products, and non-program products will continue to have fees. Note: Not all

HHW facilities have a permit from the State of California to accept waste from businesses.

Use of Retail Collection Sites

Retail sites will be added in California under the PaintCare Program and provide cost savings and a convenient recycling option for many trade painters and other eligible businesses. Hundreds of PaintCare drop-off sites will be established at paint, hardware and home improvement stores.

CESQG businesses will be able to use these sites to drop-off program products (both water-based and oil based products). Larger businesses (those that generate more than 27 gallons of hazardous waste per month) will only be able to use the PaintCare sites for their water-based program products; they will not be able to use the sites for their oil-based program products.

Limits on Quantities at Collection Sites

Collection sites may establish limits on the quantity of program products they will accept from residents and eligible businesses at one time. Generally, the limit in small urban stores will be lower than in larger suburban stores. For businesses with large quantities of post-consumer paint to recycle, a direct pick-up service will also be offered through the PaintCare Program at no additional cost; arrangements for this service will be made through PaintCare. Minimum volume requirements for pickups will vary depending on location and other services available in your area.

****A Conditionally Exempt Small Quantity Generator or CESQG is a business that generates less than 27 gallons of hazardous waste per month. Most small to medium sized trade painters and property/facility management companies are CESQGs.***

What Products are Covered?

Architectural paints ("Program Products") are defined as interior and exterior architectural coatings sold in containers of 5 gallons or less. However, they do not include aerosol products (spray cans), industrial maintenance (IM), original equipment manufacturer (OEM), or specialty coatings. Here are examples:

Program Products

- Interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings, floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Swimming pool paints (single component)
- Metal coatings, rust preventatives

Non-Program Products

- Paint thinners, mineral spirits and solvents
- Aerosol paints (spray cans)
- Auto and marine paints
- Traffic and road marking paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives
- Roof patch and repair
- Tar and bitumen-based products
- 2-component coatings
- Deck cleaners
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

Note: Leaking, unlabeled and empty containers are not accepted at drop-off sites.