

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



INVITATION TO BID

PAINT, MARINE PAINT AND SUPPLIES

CONTRACT NO. 31739

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Fullerton CITY ON THE 22 DAY OF December, 20 09.  
STATE MONTH

COMPANY NAME: Vista Paint Corporation TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2020 E. Orangethorpe CITY: Fullerton STATE: CA ZIP: 92831

PHONE: 714-680-3800 FAX: 714-459-4664

SI [Signature] (SIGNATURE) V.P. Sales / Marketing (TITLE)

Vista Paint, V.P. Sales Joseph Wittenberg (PRINT NAME) babney@vistapaint.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) President (TITLE)

Vista Paint, President Eddie R. Fischer (PRINT NAME) babney@vistapaint.com (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH  
BY [Signature] Director of Financial Management Date 8.18.2010

APPROVED AS TO FORM 8-9, 2010.  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature] Deputy

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 13<sup>th</sup> 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  
Date Here Insert Name and Title of the Officer

personally appeared Eddie R. Fischer  
Name(s) of Signer(s)

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*  
 Signature of Notary Public

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

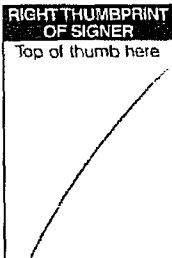
Document Date: Jan. 13, 2010 Number of Pages: 1

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: \_\_\_\_\_

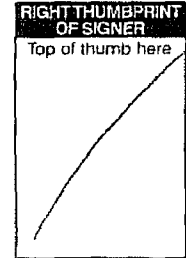


Signer Is Representing: \_\_\_\_\_

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 PA-00810**

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

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

Legal Form of Bidder:  
Corporation  State of California  
Partnership  State of \_\_\_\_\_  
                  General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**  
Ethnic (Check one):  
 Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian  
Non-ethnic Factors of Ownership (check all that apply):  
 Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65  
Is the firm certified as a Disadvantaged Business:  Yes  No  
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes  No  
Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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

On \_\_\_\_\_ Before me,  
DATE

N/A  
California Entity  
Residing in California  
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](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

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

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

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

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

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

**SUBCONTRACTORS N/A**

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

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

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

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

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

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

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

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

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

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

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

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

**BID DUE DATE: DECEMBER 29, 2009**

**TIME: 11:00 am**

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)  
LENORE BLUEFORD (562) 570-5384  
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)  
LENORE BLUEFORD (562) 570-5384  
DEPARTMENT CONTACT TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

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

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

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

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

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

**INSTRUCTIONS TO BIDDERS**

**18. INTER-AGENCY PARTICIPATION:**

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

YES \_\_\_\_\_ NO   X  

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

**19. AMERICANS WITH DISABILITIES ACT:**

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



## CONTRACT – GENERAL CONDITIONS

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

## **CONTRACT – GENERAL CONDITIONS**

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

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

## CONTRACT – GENERAL CONDITIONS

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

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

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

## **CONTRACT – GENERAL CONDITIONS**

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

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

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

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

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

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

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

## **SPECIAL CONDITIONS**

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

### **CONTRACT PERIOD**

Twelve 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.

- a. Price increase shall not exceed 5 % during the first renewal period.
- b. Price increase shall not exceed 5 % during the second renewal period.

### **BASIS OF AWARD**

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

### **BOND PROVISIONS** N/A

### **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.

### **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.

**SPECIAL CONDITIONS**

**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.

**LOCATION**

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

**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).

**QUANTITIES**

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

**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

## **SPECIAL CONDITIONS**

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.

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 twelve (12) months of the Contract.** Prices shall be in accordance with those extended to other governmental agencies. Prices quoted must exclude State and City sales tax, and Federal excise tax.

### **METHOD OF BILLING**

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

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

**SPECIAL CONDITIONS**

**MATERIAL SAFETY DATA SHEET (MSDS)**

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

**SUPPLEMENTAL CONDITIONS**

**CLIENT REFERENCES:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.

**Contact:** How may City representative(s) contact ~~Contractor~~ <sup>Supplier for ordering</sup> under emergency and non-emergency conditions? Explain method and provide contact information.

Maurice Green                      310-527-1539      cell phone  
Sales Representative

**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. <sup>Non Contracted</sup> Sundry Price List, dated 12-23-09, 13.53 % discount



**BID SECTION**

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

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**SALES TAX**

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

**SUMMARY OF BID ITEMS**

***Include all freight, shipping and handling, inside delivery and unloading charges to various departments 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**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	
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 7000 Acrylo</u>	\$ <u>54.60</u>	5 gallon can
			\$ <u>10.92</u>	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 1000 Duraglide</u>	\$ <u>41.90</u>	5 gallon can
			\$ <u>8.38</u>	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 9900 Protec</u>	\$ <u>112.50</u>	5 gallon can
			\$ <u>22.95</u>	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. <u>Vista 9800 Protec</u>	\$ <u>112.50</u>	5 gallon can
			\$ <u>22.95</u>	1 gallon can

**BID SECTION**

State brand quoting: Vista 9800 Protec

05 GL Undercoat, 100% acrylic enamel, Dunn-Edwards W707 or approved equal. \$ 49.34 5 gallon can  
 \$ 9.87 1 gallon can

State brand quoting: Vista 188 Acrylic Primer

06 GL Interior, vinyl acrylic wall paint, flat, Dunn-Edwards W401 or approved equal. \$ 41.90 5 gallon can  
 \$ ~~8.25~~ 9.25 1 gallon can

State brand quoting: Vista 1000 Duraglide 8.38

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
07	GL	Interior, 100% acrylic enamel, semi-gloss Dunn-Edwards W450 or approved equal.	\$ <u>59.78</u>	5 gallon can
		State brand quoting: <u>Vista 7400 Coverall</u>	\$ <u>12.20</u>	1 gallon can
08	GL	Enamel, floor and deck, grey, pure acrylic w/epoxy, Ellis #1106 or approved equal.	\$ <u>18.26</u>	1 gallon can
		State brand quoting: <u>Vista Acripoxy</u>		
09	GL	Enamel, Aluminum Kwik-Silver #323, aluminum protective coating or approved equal.	\$ <u>    </u>	1 gallon can
		State brand quoting: <u>Discontinued</u>		
10	GL	Interior, oil based, semi-gloss	\$ <u>22.95</u>	1 gallon can
		State brand quoting: <u>Vista Protec 9800</u>		
11	GL	Enamel, oil based, alkaloid, exterior trim.	\$ <u>112.50</u>	5 gallon can
		State brand quoting: <u>Vista Protec</u>		
12	GL	Exterior, latex for stucco	\$ <u>42.50</u>	5 gallon can
		State brand quoting: <u>Vista 2200</u>		

**SECTION II**  
**B. SPRAY PAINTS**

13 CN Spray Paint – assorted stock colors, gloss, 13 oz can, Krylon or approved equal. \$ 3.35 per can  
 State brand quoting: Rustoleum  
 10-567

14 CN Aerosol Paint – assorted stock colors, upside down, 17 oz can, Airvov or approved equal. \$ 3.99 per can  
 14-01 Aerovoe

**BID SECTION**

State brand quoting: AerVOE

15 CN Spray Paint – assorted stock colors, flat, 12 oz can \$ 1.99 per can  
State brand quoting: AerVOE

16 CN Spray paint – assorted stock colors, gloss, 12 oz can. 16-186,191 \$ 1.99 per can  
State brand quoting: Spray Mate

17 CN Spray paint – Chalk, White, Marking 17 oz. can, AerVOE White Ground Traffic #215, or approved equal. 14-01 \$ 3.99 per can  
State brand quoting: AerVOE

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
18	CN	Spray paint – Chalk, Yellow, Marking, 17 oz. can, AerVOE Yellow Ground Traffic #218, or approved equal. State brand quoting: <u>AerVOE</u>	\$ <u>3.99</u> 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>Zynolyte</u>	\$ <u>2.69</u> per can

**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.**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>BRAND QUOTING</u></b>
20	QT	Perm Yellow (AK) GP8804	\$ <u>14.53</u>	<u>EPS/CCA</u>
21	QT	Chrome Oxide (K) GP8805	\$ <u>DISCONTINUED</u>	
22	QT	Thalo Green (D) GP8811	\$ <u>13.75</u>	<u>EPS/CCA</u>
23	QT	Thalo Blue (E) GP8814	\$ <u>11.95</u>	<u>EPS/CCA</u>
24	QT	Red Iron Oxide (F) GP8835	\$ <u>8.70</u>	<u>EPS/CCA</u>
25	QT	Stay Fast Red (H) GP8887	\$ <u>18.36</u>	<u>EPS/CCA</u>
26	QT	Brown Iron Oxide (I) GP8872	\$ <u>7.00</u>	<u>EPS/CCA</u>
27	QT	Gabibzol Violet (J) GP8895	\$ <u>16.20</u>	<u>EPS/CCA</u>
28	QT	Per Cal Orange (GX) GP8879	\$ <u>DISCONTINUED</u>	
29	QT	Raw Umber (L) GP8809	\$ <u>5.28</u>	<u>EPS/CCA</u>
30	QT	Yellow Oxide © GP8810	\$ <u>7.69</u>	<u>EPS/CCA</u>

**BID SECTION**

31 QT Lamp Black (B) GP8807 \$ 4.57 EPS/CCA

**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	\$ <u>22.95</u>	<u>Vista Protec</u>
33		Enamel, Green	1127	\$ <u>27.95</u>	<u>Vista Protec</u>
<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>
34		Enamel, Blue	1164	\$ <u>27.95</u>	<u>Vista Protec</u>
35		Enamel, Orange	1115	\$ <u>27.95</u>	<u>Vista Protec</u>
36		Enamel, Red	1110	\$ <u>27.95</u>	<u>Vista Protec</u>
37		Primer, Gray (H)	683	\$ <u>27.95</u>	<u>Vista Protec</u>
38		Primer, Red oxide	682	\$ <u>27.95</u>	<u>Vista Protec</u>

**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: _____	\$ <u>NO BID</u> 1 gallon can
40	GL	Multitox B50 Sloughing or approved equal. State brand quoting: _____	\$ <u>NO BID</u> 1 gallon can
41	GL	Supertox B70 Hard Antifoaling or approved equal. State brand quoting: _____	\$ <u>NO BID</u> 1 gallon can
42	GL	Marine Top Side Enamel 100 or approved equal. State brand quoting: _____	\$ <u>NO BID</u> 1 gallon can
43	GL	Fiberglass Non-sanding primer, 2-part, P619 A&B State brand quoting: _____	\$ <u>NO BID</u> 1 gallon can
44	GL	Marine undercoat 105 State brand quoting: _____	\$ <u>NO BID</u> 1 gallon can

**BID SECTION**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
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**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
52	GL	Primer, wood – exterior, acrylic, Dunn-Edwards W708 or approved equal State brand quoting: <u>Vista 4000 Uniprime</u>	\$ <u>68.74</u> 5 gallon can \$ <u>13.95</u> 1 gallon can
<u>53</u>	GL	Primer, wood – exterior, oil based State brand quoting: <u>Vist Kok III</u>	\$ <u>14.45</u> 1 gallon can
54	QT	Varnish, Interior – Velvet sheen State brand quoting: <u>McCloskey</u>	\$ <u>17.49</u> 1 quart can
55	QT	Varnish, Exterior – Spar, gloss, Dunn-Edwards or approved equal. State brand quoting: <u>McCloskey</u>	\$ <u>18.39</u> 1 quart can
56	GL	Remover, Paint and Varnish, Certified State brand quoting: <u>JASCO</u>	\$ <u>19.45</u> 1 gallon can

**BID SECTION**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	
57	CN	Stain, Wood – National Paint Co. or approved equal. State brand quoting: <u>Valspar/Old Masters</u> 15-2329	\$ <u>6.69</u>	½ pint can
58	GL	Stain, Wood – Interior, oil based State brand quoting: <u>Valspar</u> 15-439	\$ <u>14.00</u>	1 quart can
59	GL	Thinner, lacquer State brand quoting: <u>Vista</u> 17-45	\$ <u>9.60</u>	1 gallon can
60	CN	Thinner, lacquer State brand quoting: <u>DISCONTINUED</u>	\$ <del>_____</del>	12 oz can

**SECTION VII**  
**G. BRUSHES AND SUPPLIES**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	
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 Sash</u> 24-87	\$ <u>10.72</u>	
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 Sash</u> 24-76	\$ <u>4.14</u>	
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 Sash</u> 24-85	\$ <u>6.65</u>	
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 Sash</u> 24-82	\$ <u>6.46</u>	
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 Sash</u> 24-83	\$ <u>8.23</u>	
66	EA	Brush, Utility – throw away, 2-1/2 x 5/8" x 3", clear length, black bristle, Prager Comet or approved equal. <u>Vista</u> 24-94	\$ <u>0.59</u>	

**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> 24-95	\$ <u>0.61</u>
68	EA	Brush, Varnish, pure bristle, 3-1/2" = only 4" State brand quoting: <u>Vista</u> 24-96	\$ <u>1.60</u>

**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. 25-81 State brand quoting: <u>Purdy</u>	\$ <u>1.10</u>
70	EA	Cover, Roller – 3/4" x 9", Purdy Golden Eagle (9HPD) or approved equal. State brand quoting: <u>Purdy</u> 25-174	\$ <u>2.91</u>
71	EA	Cover, Roller – 1/2" x 9", Purdy Golden Eagle (9HPD) or approved equal. State brand quoting: <u>Purdy</u> 25-169	\$ <u>2.85</u>
72	EA	Frame, Roller – 9", 5 wire heavy duty State brand quoting: <u>Vista</u> 25-58	\$ <u>2.39</u>
73	EA	Screen, Grid – 9" (for roller buckets) State brand quoting: <u>Vista</u> 25-192	\$ <u>1.32</u>
74	EA	Tray, Paint – 12" x 16" x 3" State brand quoting: <u>Vista</u> 25-121	\$ <u>5.37</u>
75	EA	Liner, Paint – 12" x 16" x 3" State brand quoting: <u>Vista</u> 25-122	\$ <u>0.47</u>
76	EA	Tape, Masking – 1" x 60 yd State brand quoting: <u>3M</u> 21-28	\$ <u>1.06</u>
77	EA	Tape, Masking – 2" x 60 yd State brand quoting: <u>3M</u> 21-30	\$ <u>2.13</u>
78	EA	Tape, Masking – Scotch Blue 1 1/2" x 60 yd or approved equal. State brand quoting: <u>Scotch 3M</u> 21-7	\$ <u>4.64</u>

**BID SECTION**

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
79	EA	Tape, Masking – Scotch Blue 2" x 60 yd or approved equal. State brand quoting: <u>Scotch 3M</u> <u>21-8</u>	\$ <u>6.18</u>

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

State percentage discount allowed the City: 13-53 %

Price List No: Non Contracted Sundry Price List Dated: 12-23-09

**Note:** If catalog or price list is available in format other than print (i.e. CD, Internet Access, etc) bidder shall indicate media available:  
pdf file upon request. Email babney@vistapaint.com

**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



City of Long Beach  
 Non Contracted Sundry Price List - 12-23-09

Product	Product Description	Price List	Discount	Long Beach Pricing
101000036	RUSTO 4315 HI HEAT ALUMINUM 1G	151.37	39%	92.99
101000653	RUSTO SIERRA 208086 ACTI FOR S40/S51 1G C/O	39.52	39%	24.28
101000668	RUSTO SIERRA 208060 S40 GLS WH PASTEL 1G C/O	48.46	41%	28.35
111000061	CARBO 133HB URETH PT B SMALL	16.35	36%	10.43
111000188	CARBO 890 EPOXY DEEP BASE PT A SMALL	79.19	40%	47.39
111000189	CARBO 890 EPOXY DEEP BASE PT A LARGE	377.21	41%	223.60
111000213	CARBO 890 LT ACTIVATOR PT B LARGE	361.54	40%	215.20
111000299	CARBO 890 LT ACTIVATOR PT B SMALL	76.15	42%	44.15
111000654	CARBO 133 LOW VOC RED SMALL-A	131.15	40%	78.23
131000057	PRIMER COVER STAIN WHT SLR 16OZ S/C 3609	5.29	33%	3.52
131000138	PRIMER COVER STAIN HIGH HIDE 3551 1G	26.31	40%	15.89
131000139	PRIMER COVER STAIN HIGH HIDE 3550 5G	128.71	40%	77.65
141000054	DEX COAT 2700 TEXTURED WHITE 1G	45.40	40%	27.13
141000055	DEX COAT 2700 TEXTURED WHITE 5G	220.15	40%	131.59
141000096	FLOORCOAT 2400 SMOOTH CLEAR 1G	49.14	39%	30.08
141000155	FLOORCOAT 2400 SMOOTH CLEAR 5G	249.52	39%	153.33
141000168	AERVOE 307 WHITE S/C	4.54	31%	3.15
141000176	AERVOE 178 FLEET SCHOOL BUS YELLOW S/C	4.87	31%	3.37
141000184	AERVOE 312 RUST PROOF FLAT BLACK S/C	4.54	31%	3.15
141000235	AERVOE 361 RUST PROOF LIGHT GRAY S/C	4.54	31%	3.15
141000239	AERVOE 306 RUST PROOF SAFETY BLACK S/C	4.54	31%	3.15
141000296	AERVOE 117 CLEAR ACRYIC GLOSS S/C	3.96	31%	2.74
141000970	AERVOE 304 RUST PROOF SAFETY GREEN S/C	4.54	31%	3.15
141000972	AERVOE 308 RUST PROOF BRITE RED S/C	4.54	31%	3.15
141000973	AERVOE 309 RUST PROOF ALUMINUM S/C	4.54	31%	3.15
141000975	AERVOE 313 RUST PROOF FLAT WHITE S/C	4.54	31%	3.15
141001091	AERVOE 514 ENGINE BLACK S/C	5.17	38%	3.19
141001117	AERVOE 570 ENGINE UNIVERSAL SILVER S/C	4.60	31%	3.19
151000010	DEFT DEFTHANE GLOSS 21-01 1G	47.83	36%	30.71
151000124	CWF UV CLEAR WOOD FINISH FLOOD 1G C/O	31.60	42%	18.40
151000125	CWF UV CLEAR WOOD FINISH FLOOD 5G	170.10	46%	92.28
161000058	AQUASEAL 1 REGULAR 4500 5G	81.30	36%	51.93
161000059	AQUASEAL 1 REGULAR 4500 1G	17.81	37%	11.28
161000060	BREAKTHRU SATIN CLEAR 56-0 / 50-0 1G	31.02	25%	23.20
161000066	BREAKTHRU GLOSS CLEAR 76-0 / 70-0 1G	31.02	25%	23.20
161000111	STRIPPABLE BOOTH COATING VSP0122 1G	48.23	44%	26.87
161000242	CHALKBOARD PAINT GREEN 222-26 1G	53.46	31%	37.07
161000350	CHALKBOARD PAINT BLACK 222-30 1G	50.29	26%	37.07
161000352	ROOFMATE ACRYLIC ROOF COATING WHITE 5G	155.48	38%	95.87
161000359	NELSONITE CR POOL CTG ELE BLUE 41-403 1G	66.44	42%	38.40
161000494	CAL WESTERN CHROME ALUMINUM 91-500 1G	26.92	31%	18.67
161000691	BREAKTHRU GLOSS PASTEL BASE 70-00 5G	206.35	43%	118.00
161000996	BREAKTHRU GLOSS DEEP BASE 70-200 5G	158.65	26%	118.00
161001063	BREAKTHRU SATIN PASTEL BASE 57-00 5G	213.92	37%	134.06
161001097	STAYS CLEAR HI GLOSS 36-352 1G	66.70	42%	38.67
161001099	CAL WESTERN CHROME ALUMINUM 91-500 5G	133.65	31%	92.67
171000019	ADDITIVE FLOETROL CONDITIONER FLOOD 1G	15.06	35%	9.77
171000235	THINNER LATEX EXTENDER 11071 XIM 1G	12.49	20%	9.95
171000356	REMOVER GRAFFITI ENVIROTECH 32 OZ BOTTLE	22.44	35%	14.50
191000048	COLORANT 844-2555 LF MEDIUM YELLOW QT	62.40	36%	40.04
191000068	COLORANT MACHINE KX TITANIUM WHITE QT	11.90	31%	8.25
191000113	COLORANT MACHINE B LAMP BLACK 1G	28.55	36%	18.25
191000114	COLORANT MACHINE C YELLOW OXIDE 1G	43.42	42%	25.27
191000116	COLORANT MACHINE F RED OXIDE 1G	50.42	34%	33.29
191000117	COLORANT MACHINE I BROWN OXIDE 1G	39.42	47%	20.95
191000118	COLORANT MACHINE KX WHITE 1G	46.65	39%	28.64
191000119	COLORANT MACHINE L RAW UMBER 1G	36.02	42%	20.84
191000168	COLORANT MACHINE AXN YELLOW 1G	76.65	52%	36.75
191000169	COLORANT MACHINE D THALO GREEN 1G	57.42	31%	39.81
191000171	COLORANT MACHINE G MAGENTA 1G	92.50	39%	56.83

City of Long Beach  
 Non Contracted Sundry Price List - 12-23-09

Product	Product Description	Price List	Discount	Long Beach Pricing
191000172	COLORANT MACHINE S RED 1G	104.96	39%	63.97
191000173	COLORANT MACHINE T MEDIUM YELLOW 1G	124.19	53%	58.13
191000199	COLORANT MACHINE 40 J VIOLET QT	15.48	31%	10.73
191000212	PPG COLORANT CARBAZOLE VIOLET 1G	297.73	45%	162.31
191000214	PPG COLORANT HE PHTHALO BLUE 1G	146.79	45%	80.01
201000016	SPACKLE CRAWFORDS VINYL PASTE 1G	31.00	38%	19.36
201000083	JOINT COMP R/DOT ALL PURP 50LB BOX 18040	10.94	29%	7.81
201000086	FASTSET 20 MINUTE 22105 25 LB	8.96	29%	6.40
211000008	TAPE 2 2090 BLUE 3M	9.10	32%	6.18
281000004	BUCKET 2G PLASTIC NO LID VISTA	2.27	30%	1.58
281000005	LID 2G PLASTIC	1.12	25%	0.84
281000011	BUCKET WHITE PLASTIC 5G NO LID	4.81	17%	3.99
281000012	LID 5 GALLON PLASTIC	1.44	13%	1.25
281000019	LID GALLON CAN	0.32	13%	0.28
281000047	BUCKET 1 GALLON PLASTIC NO LID	2.21	32%	1.50
281000048	LID 1 GALLON PLASTIC	0.87	20%	0.70
281000063	CAN GALLON ROUND NO LID 36 PACK / STORE	1.35	26%	1.00



December 23, 2009

City of Long Beach  
City Clerk  
333 W. Ocean Blvd/Plaza Level  
Long Beach, CA 90802

Attention: City Clerk

Subject: SBE, VSBE, LSBE Eligibility


To Whom It May Concern:

This letter is to serve as notification that Vista Paint Corporation does not qualify as a Small Business Enterprise. Vista Paint exceeds the maximum gross annual revenue averaged over the last three years to qualify based on the North American Industrial Classification System (NAICS) codes.

This bid is for paint and paint supplies only, therefore there will also not be any subcontractors utilized.

Sincerely,

VISTA PAINT CORPORATION



Joe Wittenberg  
Vice President, Sales/Stores/Marketing

JW/ba

ORDINANCE NO. ORD-09-0005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH RELATING TO A SMALL, VERY SMALL AND LOCAL SMALL BUSINESS ENTERPRISE PILOT PROGRAM FOR CERTAIN CITY CONTRACTS WITH SPECIFIED CITY DEPARTMENTS, AND MAKING A DETERMINATION RELATED THERETO

WHEREAS, the economic health of the City depends on the strength of all its businesses, including small, very small and local small businesses that are sometimes unable to compete with large-scale enterprises for City contracts; and

WHEREAS, the City desires to strengthen the City's economic base by increasing the participation of small, very small and local small businesses in City contracts; and

WHEREAS, in order to assure an effective outcome, a "pilot program" for a period of one (1) year will be undertaken for specified City departments for applicable City contracts and procurement opportunities;

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

Section 1. The City Council hereby adopts Exhibit "A," setting forth the City of Long Beach Small, Very Small and Local Small Business Enterprise Program (the "Program"), attached hereto and incorporated herein by this reference.

Section 2. The Program shall expire one (1) year from the date of adoption of this ordinance, unless extended.

Section 3. The City Council hereby finds and determines that Exhibit "A" is statutorily exempt from the provisions of the California Environmental Quality Act.

///

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

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Section 4. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of April 7, 2009, by the following vote:

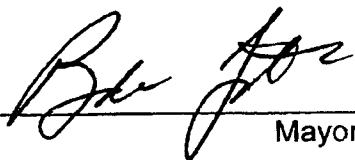
Ayes: Councilmembers: S. Lowenthal, DeLong, Schipske,  
Andrews, Reyes Uranga, Gabelich,  
Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: O'Donnell.

  
\_\_\_\_\_  
City Clerk

Approved: 4/12/09  
(Date)

  
\_\_\_\_\_  
Mayor

## EXHIBIT A

The City of Long Beach Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Local Small Business Enterprise (LSBE) Pilot Program (the "Program").

### 1.0 Applicability

The Program shall apply to all applicable construction contracts, professional services contracts, and procurement activities undertaken by City of Long Beach Departments of Public Works and Parks, Recreation and Marine, funded with City general fund revenues and/or federal funds, except those subject to 49 CFR 26, "Disadvantaged Business Enterprises (DBE) Program" or those requiring compliance with the City's Section 3 program, and the Department of Gas and Oil, funded with gas or oil revenue. The Program shall not apply to projects or purchases using Tidelands funds or funds from the South East Resource Recovery Facility (SERRF) or projects performed by oil contractors Thums and Tidelands.

### 2.0 Policy

2.1 The City shall promote utilization of Small Business Enterprises (SBEs), Very Small Business Enterprises (VSBEs) and Local Small Business Enterprises (LSBEs) on construction contracts, professional services contracts, and purchase orders.

2.2 The goal of the Program is to provide the City with more competition, lower costs, and better community participation by reducing barriers to small and local business participation in the City's contracting and procurement process.

2.3 The Program shall be administered in a streamlined and cost effective manner by the City's Business Services Manager, operating under the appropriate bureau managing director, division director, and section manager.

2.4 For the Department of Parks, Recreation and Marine, VSBE participation will not be tracked separately from SBE participation, due to the large number of small contracts (less than \$100,000) and the administrative costs of tracking SBEs and VSBEs separately.

### 3.0 Program Structure

The Program was established by an ordinance adopted on \_\_\_\_\_, 2009 by the City Council of the City of Long Beach, and became effective on \_\_\_\_\_, 2009.

### 4.0 Program Applicability to Non-SBE Firms, SBE Firms and VSBE Firms

4.1 Non-SBE prime contractors/consultants/vendors shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.1.1 The Department of Public Works shall identify and may exempt from the requirements of this Program any project requiring compliance with the City's Section 3 Program, established by federal court consent decree. In cases where a determination is made to exempt a project due to the Section 3 requirements, submission of a Good Faith Effort shall not be required for a bid or proposal to be deemed responsive.

4.2 SBE prime contractors/consultants/vendors, certified through the City's online SBE/VSBE/LSBE database and verified by the City, are deemed to have met the SBE component of the combined SBE/VSBE/LSBE participation goal, but shall meet the VSBE component for the goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.3 City-certified SBE prime contractors/consultants/vendors who also qualify as a Very Small Business Enterprise (VSBE) based upon the Business Services Manager's review of qualifying information are deemed to have met both components of the combined SBE/VSBE/LSBE participation goal.

4.4 The City encourages all prime contractors/consultants/vendors to utilize small business subcontractors and subconsultants, whether at a first tier or lower tier sub level, as well as vendors and suppliers. Lower tier subs and vendors/suppliers must provide services/materials directly related to the project or they will not qualify to meet the goal.

## **5.0 SBE, VSBE and LSBE Eligibility**

5.1 SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at [www.sba.gov/ca/la](http://www.sba.gov/ca/la). Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$31.0 million; specialty trade contractor \$13.0 million; engineering services \$4.5 million.

5.2 VSBE eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation.

5.3 Local Small Business Enterprise (LSBE) eligibility shall be determined by the criteria established in section 2.84.030, subdivisions (1) and (2), in addition to the SBE eligibility criteria described in section 5.1, above.

## **6.0 Annual SBE/VSBE/LSBE/LSBE Goals, Individual Contract Goals, Division Goals**

6.1 For the first year of the Program, annual City-wide SBE/VSBE/LSBE goals for participation shall be twenty percent (20%) for procurement and contracting of services, which include ten percent (10%) general SBE participation; five percent (5%) LSBE participation and five percent (5%) VSBE participation.

6.2 In order to meet the established goals, the Program Manager for each contract will consult with the Business Services Manager. Goals may be adjusted due to the number of qualified SBE/VSBE/LSBE firms available to provide the required services. If the dollar value of the work elements of a contract that can be performed by SBEs, VSBEs and/or LSBEs is high, the contract will have a higher SBE, VSBE and/or LSBE participation goal than one where only a small portion of the work could be competitively performed by SBEs, VSBEs or LSBEs.

6.3 The following is a method for determining SBE/VSBE/LSBE contract goals. Starting with a detailed cost estimate for each contract, the contract Program Manager will identify the types and amounts of work to be performed in the contract using universal codes established by the North American Industrial Classification System (NAICS). The Business Services Manager will research government and City databases and locate potential small

businesses for each work discipline. The goals are then established based on two factors: (1) the number of SBEs/VSBEs/LSBEs available to perform a work discipline; and (2) the amount of work in the contract scope that the discipline represents.

6.4 For City contracts that do not have an assigned contract-specific SBE/VSBE/LSBE goal, additional targeted outreach to SBEs/VSBEs/LSBEs will be conducted, and every effort will be made to award the work to a small business.

6.5 Certain categories of work are exempted from the Program requirements for compelling reasons after consultation with the Business Services Manager and approval by appropriate division director.

#### **7.0 Definitions of "Subcontractor" and "Vendor/Supplier"**

7.1 A "Subcontractor" is defined as an individual, firm, or entity having a direct contract with the prime contractor or with any other subcontractor to perform a portion of the subject contract. A subcontractor must have a valid State of California Contractor's License to the extent required by law.

7.2 A "Vendor/Supplier" is defined as an individual, firm, or entity providing materials or supplies directly to the subject contract. For a prime contractor to receive participation credit for utilizing an SBE/VSBE/LSBE vendor or supplier under the City's SBE/VSBE/LSBE Program, the materials/supplies must be directly applicable to the subject contract or City facility.

#### **8.0 City's SBE/VSBE/LSBE Database: Vendor Registration and SBE Certification**

8.1 All firms (large and small) wishing to do business with the City are strongly encouraged to register with the City's online database. Vendor registration is relatively simple and quick. A link to vendor registration is provided from the SBE/VSBE/LSBE Program page on the City's website.

8.2 All SBE/VSBE/LSBE firms listed on a City contract (prime contractor/consultant, subcontractors/subconsultants, vendors and suppliers) are required to register with, and obtain SBE certification from, the City's online vendor database, in order to receive credit toward the established SBE/VSBE/LSBE goal for that contract.

8.3 For the prime contractor/consultant to receive credit for a small business as part of the prime's commitment to meeting the established SBE/VSBE/LSBE goal for a contract, the SBE must be certified by the due date of the prime's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- or SBE- ).

8.4 To apply for VSBE status, the small business must check the "VSBE" box on its online SBE certification application. Separate VSBE certifications will not be issued. The City will determine VSBE eligibility at the time of review of the prime contractor's/consultant's SBE/VSBE/LSBE Commitment Plan.

8.5 Prior to contract award, SBE, VSBE and LSBE status shall be verified and may be audited by the City.

#### **9.0 Bidders' Commitment to Meeting the Established SBE/VSBE/LSBE Participation Goals**



9.1 All construction contract bidders shall submit a completed SBE/VSBE/LSBE Commitment Plan for Construction Contracts indicating the dollar value and percentage of SBE/VSBE/LSBE contract participation.

9.2 The City may, in its discretion, allow bidders up to three (3) additional business days to submit Good Faith Effort documentation. A bidder that does not meet the SBE/VSBE/LSBE participation goals and does not submit its GFE documentation is declared non-responsive and may forfeit its bidder's bond.

9.3 If all three lowest bidders are declared non-responsive, the fourth-lowest bidder shall submit its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- ) within 48 hours of written request by the City. The bidder's Commitment Plan will be evaluated by the Business Services Manager. If the bidder does not meet the combined SBE/VSBE/LSBE participation goal established for that contract, the bidder shall submit its Good Faith Effort documentation within 48 hours of request by the City.

9.4 Bidders that do not meet the SBE, VSBE or LSBE participation goal shall be deemed non-responsive unless they demonstrate that they have made an acceptable Good Faith Effort to meet the SBE/VSBE/LSBE participation goals.

9.5 Within three business days of being informed by the City that a firm is non-responsive because it has failed to meet the SBE/VSBE/LSBE participation goal and has not documented an acceptable Good Faith Effort (GFE), the bidder may request administrative reconsideration. The bidder shall make this request in writing to appropriate Managing Director who will serve as the SBE Reconsideration Official. The SBE Reconsideration Official will not be involved in the initial evaluation of the bidder's GFE. Contractors shall forfeit their right for reconsideration if they fail to act within three business days.

9.6 The reconsideration process provides an opportunity for the affected bidder to meet with the SBE Reconsideration Official to discuss the basis of the City's determination of non-responsiveness. The SBE Reconsideration Official will send the affected bidder a written decision on reconsideration, via certified mail, explaining the basis for finding that the bidder did or did not meet the participation goal or demonstrate an acceptable Good Faith Effort.

## **10.0 Proposers' Compliance with SBE/VSBE/LSBE Participation Goals**

10.1 All proposers shall submit, with their proposal or Statement of Qualifications, a completed COLB Form SBE- : SBE/VSBE/LSBE Commitment Plan for Professional Services Contracts, indicating the estimated dollar value and percentage of SBE/VSBE/LSBE contract participation. This will demonstrate the proposer's ability or intent to meet the SBE/VSBE/LSBE participation goals.

10.2 If, during the evaluation process, the City finds that the proposer was unable to show ability or intent to meet the SBE/VSBE/LSBE goals assigned to the project, the proposer will be required to submit a Good Faith Effort in order to continue in the selection process.

10.3 Consultants shall indicate SBE/VSBE/LSBE participation levels prior to receiving authorization for a work task.

10.4 After negotiations have been completed and the Consultant contract is executed, achieving the SBE/VSBE/LSBE goal is a contractual commitment and can only be altered with

written approval of the appropriate City division director, for unusual instances such as a change in scope of services.

#### **11.0 Bidder and Proposer Compliance with Good Faith Effort Evaluation Criteria**

A bidder/proposer whose bid or proposal fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort is demonstrated. The following criteria shall be used in evaluating a bidder's/proposer's GFE:

11.1 Attend Pre-Bid/Pre-Proposal Meeting: The bidder/proposer submitted written evidence that he/she attended the pre-bid conference or pre-proposal meeting.

11.2 Subdivide the Work: The bidder/proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the bidder's/proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements.

11.3 Advertise: The bidder/proposer submitted written evidence of commercial advertising for small business subcontractors/subconsultants at least 14 calendar days prior to the bid/proposal due date. A copy of the advertisement showing the advertisement date(s), name of publication, type of work and amount of work that is being solicited, must be provided.

11.4 Use Public Databases: The bidder/proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, shall business, minority business, and women-owned business associations, and chambers of commerce to help solicit subcontractors.

11.5 Provide Relevant Information to Small Businesses: The bidder/proposer submitted written evidence that he/she has provided interested small business with information about the requirements of the contract, and how to obtain plans and specifications, at least 14 calendar days prior to the bid/proposal due date.

11.6 Directly Solicit Small Businesses: The bidder/proposer submitted written evidence of directly soliciting for small business subcontractors/subconsultants. A copy of the written notices sent directly to SBEs, VSBEs and LSBEs must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

11.7 Conduct Follow-Up: The bidder/proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the bid/proposal.

11.8 Offer Assistance: The bidder/proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

11.9 Negotiate: The bidder/proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.).

11.10 Document Bid and Negotiation Results: For any negotiations which were unsuccessful and/or bids/proposals received but not accepted, the bidder/proposer submitted the unsuccessful bidder's/proposer's company name, telephone number, contact person, price bid (if applicable), and the reason for rejecting the bid or proposal. If price is the reason for

rejecting the bid/proposal, list the price bid by both the SBE/VSBE/LSBE and the low bidder for that element of work.

Each of the 10 criteria will be assigned 10 points. The bidder/proposer must achieve a score of 70 out of a possible 100 points in order for the Business Services Manager to determine that the bidder/proposer has made an acceptable Good Faith Effort (GFE).

For detailed GFE submittal instructions and specific examples, log on to www.\_\_\_\_\_ and click on "Good Faith Effect Evaluation criteria and Submittal Instructions."

## **12.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Construction Contracts**

12.1 During the term of the contract, the prime Contractor shall be required to utilize all Subcontractors (as defined in Section 7.0 of this document) listed on its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- ), in the amount and percentage specified on the form. Any SBE/VSBE/LSBE subcontractor substitution will require prior written approval by the appropriate City division director, and must meet all State laws and statutes.

12.2 All Subcontractors listed on COLB Form SBE- , who defined work is greater than ½ of one percent of the prime contract value, must be listed on the bidder's list of Subcontractors submitted with the bid documents. If an SBE/VSBE/LSBE Subcontractor is added after submittal of the bidder's list of Subcontractors, the bidder shall follow Subcontractor listing/substitution procedures pursuant to Public Contract Code 4107 et al.

12.3 If a prime Contractor substitutes an SBE/VSBE/LSBE vendor/supplier, the Contractor shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Contractor's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- ). At project close-out, if the prime Contractor fails to meet the combined SBE/VSBE/LSBE participation percentage specified on its SBE/VSBE/LSBE Commitment Plan, or fails to provide proof that it made a good faith effort to do so, the Contractor may be considered to be in material breach of contract (refer to Section 16.0).

## **13.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Professional Services Contracts**

13.1 During the term of the contract, the prime Consultant shall be required to utilize all subconsultants listed on its SBE/VSBE/LSBE Commitment Plan (COLB form SBE- ), unless the City approves a change in scope of work that would eliminate or reduce the utilization of an SBE, VSBE or LSBE subconsultant. Any SBE/VSBE/LSBE subconsultant substitutions require prior written approval by the appropriate City division director.

13.2 If a prime Consultant substitutes an SBE/VSBE/LSBE vendor/supplier, the Consultant shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Consultant's SBE/VSBE/LSBE Commitment Plan.

## **14.0 Contract Amendments**

If the City approves a change order or contract amendment, the SBE/VSBE/LSBE participation goals may, at the sole discretion of the appropriate City division director, apply to the change

order or contract amendment. If the additional work can be performed by SBEs, VSBES or LSBES that are already part of the Contractor's/Consultant's team, the SBE/VSBES/LSBE participation goals shall apply to the entire contract, including the amendment.

## **15.0 Contract Monitoring**

15.1 The prime Contractor/Consultant shall report the dollar value of payments to small businesses at project close-out. This data will be verified. Construction contractors shall submit a completed COLB Form SBE- (SBE/VSBES/LSBE Monthly Utilization Report for Construction Contracts), and consultants shall submit a completed COLB Form SBE- (SBE/VSBES/LSBE Monthly Utilization Report for Professional Services Contracts).

15.2 If a firm's SBE, VSBE or LSBE status changes prior to contract award, the firm will not receive SBE/VSBES/LSBE status for that City contract.

15.3 If an SBE, VSBE or LSBE firm listed on a prime Contractor's/Consultant's SBE/VSBES/LSBE Commitment Plan (POLB Form SBE-2C or SBE-2P) loses its SBE or VSBE status prior to contract award, the Contractor/Consultant shall replace the affected SBE/VSBES/LSBE dollar amount/percentage and shall submit for approval, a revised COLB Form SBE- or SBE- , in order to proceed with contract award.

15.4 If a firm's SBE, VSBE or LSBE status changes during the term of a contract, work performed on that contract after the firm loses its certification will continue to be credited toward meeting the SBE, VSBE or LSBE participation goal. However, the firm will not be able to receive SBE/VSBES/LSBE status on subsequent City projects unless the firm is subsequently re-certified as an SBE, VSBE or LSBE.

15.5 Substitution of any SBE, VSBE or LSBE subcontractor/subconsultant listed on a prime Contractor's/Consultant's SBE/VSBES/LSBE Commitment Plan must be approved by the appropriate City division director.

15.6 {For Construction Contracts only} Nothing herein shall be construed to supersede or limit the requirements for contractor substitutions provided in Section 4100 et seq. of the California Public Contract Code.

15.7 The Construction Manager, Program Manager, Business Services Manager, or their designee may conduct site visits and subcontractor/subconsultant/vendor/supplier interviews and telephone calls to verify proper and full utilization of SBEs, VSBES and LSBES to meet contract requirements. Prime contractors/consultants/vendors and SBEs/VSBES/LSBEs shall fully cooperate with such monitoring.

## **16.0 Contract Compliance**

16.1 The Prime Contractor/Consultant may be considered in material breach of contract for any one or more of the following violations:

16.1.1 Failure to submit, in a timely manner, a SBE/VSBES/LSBE Monthly Utilization Report (COLB Form SBE- or SBE- );

16.1.2 Failure to correct discrepancies found on COLB Form SBE- or SBE- ;

16.1.3 Falsifying or misrepresenting any information provided to the City, including information provided on the City's online SBE/VSBE/LSBE database;

16.1.4 Substituting a SBE/VSBE/LSBE subcontractor/subconsultant without prior written City approval; and/or

16.1.5 Failure to meet the committed SBE/VSBE/LSBE participation percentage as listed on the prime's COLB Form SBE- or SBE- .

16.2 In addition to any other remedy the City may have under the Contract or by operation of law, the City, in its sole discretion, may impose any or all of the following provisions against Contractor/Consultant determined to be in breach of contract.

16.2.1 Assess the cost of the City's audit of the books and records of the Contractor/Consultant, subcontractors/subconsultants, and all other firms claiming SBE, VSBE or LSBE status, where such audit is necessary because the Contractor has failed to timely submit a required SBE, VSBE or LSBE program report;

16.2.2 Withhold payment up to ten percent of a monthly progress payment until the Contractor/Consultant is brought into compliance.

16.3 Within three business days of written notification of the intent to enforce any of the measure described above, the Contractor/Consultant may submit in writing a request for an administrative hearing conducted by the City's SBE Reconsideration Official, as defined in Section 9.0.

## **17.0 Small Business Facilitation**

17.1 To the extent practicable, the City will endeavor to disassemble larger construction and procurement projects into contract packages of \$15 million or less. This amount is estimated to be the current bonding limit of heavy construction SBEs.

17.2 The City will conduct pre-bid meetings for individual construction projects between advertisements and bid openings. These will provide opportunities to raise questions about the SBE/VSBE/LSBE Program, plans and specifications, and will also provide an opportunity for primes, subcontractors, vendors and suppliers to meet.

17.3 The City will conduct training forums for SBEs, VSBEs and LSBEs interested in providing contracting and/or consulting services to the City.

17.4 The City will conduct periodic Good Faith Effort/small business outreach training for prime contractors/consultants/vendors interested in working with the City.

17.5 The City will cooperate with other agencies in providing SBE/VSBE/LSBE contractor and consultant training.

17.6 The City will provide referral information to SBE/VSBE/LSBE contractors and consultants on available loan, insurance, and bonding programs that could assist small businesses.

17.7 The City will coordinate outreach activities with the appropriate divisions of the City of Long Beach.

17.8 The City will participate in business and vendor fairs directed at local and small businesses.

**18.0 Periodic Review**

18.1 City staff will seek periodic comments from City contractors, consultants, and small businesses on the effectiveness of the SBE/VSBE/LSBE Program.

18.2 The Program is a pilot program, and shall be in effect for one year from the date of adoption of the ordinance, unless extended by action of the City Council. As soon as practicable following the conclusion of the initial year, City staff shall report to the City Council on the effectiveness and progress of the Program. The report shall include data on contracts issued in the preceding twelve months and payments to all SBE, VSBE and LSBE contractors, consultants, vendors and suppliers. To the extent possible, the cost effectiveness of the Program, including City staff costs, will also be measured.



**COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN**

N/A

**SECTION 1**

<b>Project Name:</b>		<b>Date:</b>	
<b>Prime Vendor:</b>	Vista Paint	<b>Prime Contract \$ Amount:</b>	

Not SBE Entity

<b>Estimated \$ Value of Prime's Participation:</b>		<b>Estimated % of Prime's Participation:</b>	
<b>Estimated \$ Value of SBE Participation:</b>		<b>Estimated SBE % of Prime Contract \$ Amount:</b>	
<b>Estimated \$ Value of VSBE Participation:</b>		<b>Estimated VSBE % of Prime Contract \$ Amount:</b>	
<b>Estimated \$ Value of LSBE Participation:</b>		<b>Estimated LSBE % of Prime Contract \$ Amount:</b>	

**SECTION 2 (please refer to instructions on page 2)**

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

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

Phone #

Signature

Date

Email



**COLB FORM SBE-4P: SBE/VSBE/LSBE SUBSTITUTION/CHANGE  
FORM FOR CONTRACTS**

**INSTRUCTIONS:** Prime Vendor completes Sections 1 and 2, and Section 3 if applicable, and submits form to the City of Long Beach Business Relations Manager (BRM). City BRM completes Section 4 and submits form to SBE Administrator to complete Section 5.

N/A

**Section 1: General Contract Information to be completed by Prime Consultant**

Name of Prime Consultant:			
Contract Description: (from Section A, #2 of POLB Form SBE 3-P: SBE/VSBE/LSBE/LSBE Monthly Utilization Report - MUR):			
Contract #:		Prime Contract Value:	
SBE/VSBE/LSBE Participation Goal Established by City: (if applicable)		VSBE Portion of Combined Goal:	
SBE/VSBE/LSBE Participation Goal Commitment by Prime:		VSBE Portion of Committed Goal:	

**Section 2: SBE/VSBE/LSBE Substitution/Addition Information: SBE/VSBE/LSBE To Be Added To be completed by Prime Consultant**

Name of SBE/VSBE/LSBE:			Scope of Work:			
Type of Firm (check one):	<input type="checkbox"/>	Professional Services Firm	<input type="checkbox"/>	Other (list): _____		
SBE/VSBE/LSBE Contract Value:			% of Prime Contract Value:			
Reason for Addition to Project (check one):	<input type="checkbox"/>	New SBE/VSBE/LSBE	<input type="checkbox"/>	Replacing Existing SBE/VSBE/LSBE	<input type="checkbox"/>	Replacing Other Existing Firm (non-SBE/VSBE/LSBE)
Other/Additional Information:						

Is the added SBE/VSBE/LSBE a substitution for an existing SBE/VSBE/LSBE? YES \_\_\_\_\_ NO \_\_\_\_ If YES, complete Section 3.  
If NO, proceed to Section 4.

**Section 3: SBE/VSBE/LSBE Substitution Information: SBE/VSBE/LSBE To Be Removed To be completed by Prime Consultant**

Name of SBE/VSBE/LSBE:			Scope of Work:		
Type of Firm (check one):	<input type="checkbox"/>	Professional Services Firm	<input type="checkbox"/>	Other (list): _____	
SBE/VSBE/LSBE Contract Value:			% of Prime Contract Value:		
Reason for Substitution:					

**Section 4: POLB Program Management Division - Substitution Approvals To be completed by Program Mgmt Division**

Program Manager:		Signature:		Date:	
Division Manager:		Signature:		Date:	

**Section 5: POLB SBE/VSBE/LSBE Program - Substitution Approvals To be completed by SBE Administrator**

Is new SBE/VSBE/LSBE certified on <i>The City's</i> database and eligible for appropriate SBE/VSBE/LSBE status?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Comments/Additional Instructions:				
Verified by:	Erik Sund, SBE Administrator	Signature:		Date:


**ATTACHMENT C**

SBE Administrator will return a signed copy of the completed form to the Program Manager.



## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Vista Paint Corporation Federal Tax ID No.   
Address: 2020 E. Orangethorpe Ave., Suite 210  
City: Fullerton State: CA ZIP: 92831  
Contact Person: Jane Duval Telephone: 714-680-3800 x212  
Email: jduval@vistapaint.com Fax: 714-459-4757

### 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

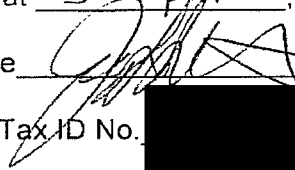
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

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 11 day of August, 2010, at 3:00 pm, Fullerton, CA

Name Joseph Wittenberg

Signature 

Title V.P. Sales / Mktng

Federal Tax ID No. 

## EQUAL BENEFITS ORDINANCE DISCLOSURE

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

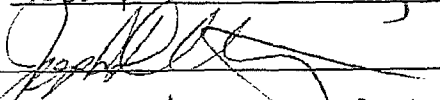
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 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 Wittenberg Title: V.P. Sales / Mktng  
Signature:  Date: 8-11-10  
Business Entity Name: Vista Paint Corporation